



**ADDENDUM NO. 3  
Issued April 25, 2024**

**TO**

**REQUEST FOR PROPOSALS**

**For the Sale and Removal of  
Inoperable Heavy Equipment and Attachments  
and Miscellaneous Scrap Metals  
Located at the Hartford Connecticut  
Resource Recovery Facility**

**(RFP Number 24-AUTH-007)**

**Note: Entities submitting a Proposal are required to acknowledge this and all Addenda in Section 4 of the Proposal Form.**

## 1. RESPONSES TO QUESTIONS

This Addendum consists of responses by the MIRA Dissolution Authority (the “Authority”) to written questions received per the deadline specified in Section I.C. of the RFP.

1.	Question	Can we get any information for all inoperable vehicles?  Info such as year, make and model of all vehicles? Serial numbers? VIN numbers?  Any info would be appreciated. thank you!
	Answer	See item 2 below and attached.
2.	Question	Can you please advise if the heavy equipment will be loaded by you guys. Our carrier needs to know if that’s an option since these are inoperable.
	Answer	No. The selected Contractor will be responsible for undertaking the full Scope of Work specified in Section I.B of the RFP. The Scope of Work will be undertaken in accordance with the Agreement attached as Exhibit D to the RFP. The selected Contractor’s proposed Project Approach (as may be negotiated) will be incorporated in the Agreement as its Exhibit D.
3.	Question	Are two bids acceptable? Section A – Inoperable Equipment and Section B – Scrap metal. Or is this an all in bid?
	Answer	Proposers can submit a proposal for all of Lot A (which is the inoperable equipment) and/or a proposal for all of Lot B (which is the scrap metal). The Authority intends to award Lot A as a lot and Lot B as a lot. The Authority reserves the right to award each lot to separate proposers or award both lots to the same proposer. If a Proposer’s proposal for either Lot A or Lot B is conditioned on being awarded both lots, Proposer should state that in the cover letter of their proposal. If a Proposer is only submitting a proposal for either Lot A or Lot B, their Proposal should specify that in their cover letter and Proposal Price Form (RFP Exhibit E – Form 2).
4.	Question	How would you like it priced? Lump sum? By the gross ton?
	Answer	Fill out and submit RFP Exhibit E (Form 2). Lot A (inoperable equipment) is a lump sum. Net revenue payable to the Authority should be entered on Line 1 and associated payment terms on lines 2 through 5. Alternatively for Lot A, if proposing a net cost to the Authority to remove the equipment, that should be entered on Line 6 and associated payment terms on Lines 7 through 10. The second page of RFP Exhibit E (Form 2) is to be used to bid on Lot B (scrap metal). Lot B is to be bid on a gross ton basis with payment to the Authority based on a bid percentage of the metals sales price index to be indicated on the form. Fill out and sign the form for Lot A and/or Lot B depending on what you are submitting for.
5.	Question	What type of equipment would be acceptable for processing, hauling of material, including “snipping”?

	Answer	For purposes of on-site processing needed for loading and transportation, hydraulic shears and tools designed for disassembly (wrenches, hammers, lifts etc.) may be used. No grinding or abrasive cutting tools will be allowed. Nothing that generates heat in the cutting process will be allowed. Nothing that could result in the release of fluids from Lot A will be allowed.
6.	Question	Is there a loading dock available for use in the scrap metal building?
	Answer	There is no loading dock in the building. There are two operable overhead doors that the selected Proposer may utilize, one on the north side and one on the south side of the building. The lights in the building will be available for the selected proposer.
7.	Question	If awarded the contract, when would we pay?
	Answer	See RFP Exhibit E-Form 2 for payment terms.
8.	Question	Can we get a copy of the sign-in sheet from the pre-bid meeting
	Answer	Yes. The sign in sheet from the pre-proposal site tour is attached to this Addendum 3.

## 2. ADDITIONAL INFORMATION REGARDING INOPERABLE EQUIPMENT

Attached hereto and incorporated herein this Addendum 3 is an updated RFP Exhibit A - the list of the Inoperable Heavy Equipment and Attachments which has been updated to include additional information in the description column per Question 1 above.

## 3. CONTRACTOR DEFAULT CURE PERIOD

By way of this Addendum 3, Section 2.5 and Section 8.2 of the Proposed Agreement (RFP Exhibit D) is hereby amended as shown in the attached redline to incorporate a defined cure period and cure period for emergency situations.

### - END OF ADDENDUM 3 (attachments follow) -






- Attachment 1: updated RFP Exhibit A (in accordance with item 2 and question 1 of this addendum)
- Attachment 2: Amended Proposed Agreement (in accordance with item 3 of this addendum)
- Attachment 3: Sign in sheet from Site Tour on April 8, 2024 (in accordance with Question 8 of this addendum)

# ***ATTACHMENT 1***

## Exhibit A (Lot A Inoperable Heavy Equipment and Attachments – 300 Maxim Road)






Item	Description	Photos
1	Ottawa Yard Tractor 1988 VIN#62373 Serial/Model #51Z74411	
2	CAT 936F Wheel Loader #8AJ1058	
3	CAT 206 Wheel Excavator #3GC00323	
4	Toyota Forklift 2012 VIN#8FGU30-34737	

Revised RFP Exhibit A (revised per Addendum 3 to include additional information about each item)






<p>5</p>	<p>Clark Forklift #GPX230-0081-8350KOF</p>			
<p>6</p>	<p>CAT 938F Wheel Loader #1KM00443</p>			
<p>7</p>	<p>Toyota Forklift 2012 VIN#8FGU30-34723</p>			
<p>8</p>	<p>Bobcat Skid Steer S175 #A3L539882</p>			
<p>9</p>	<p>Deere 744H Wheel Loader #DW744HX580940</p>			



Revised RFP Exhibit A (revised per Addendum 3 to include additional information about each item)






<p>10</p>	<p>JCB 214 Loader/Backhoe          PIN#USA214SMCRE417857          214 Sitemaster 4WD 2WS          Turbo Excavator Backhoe          Loader</p>	
<p>11</p>	<p>Bobcat Skid Steer          #A3L539876</p>	
<p>12</p>	<p>Case 580 Loader Backhoe          (Removed from list via          Addendum 2).</p> <p style="text-align: center; font-size: 2em;">X</p>	
<p>13</p>	<p>Volvo L90F Wheel Loader          #VCE0L90FV00068983</p>	
<p>14</p>	<p>Volvo Wheel Loader          #VCEL150EFH00017435</p>	

Revised RFP Exhibit A (revised per Addendum 3 to include additional information about each item)

<p>15</p>	<p>CAT 938M Wheel Loader (Removed from list via Addendum 2).</p> <p style="text-align: center; font-size: 48px;">X</p>	
<p>16</p>	<p>CAT 980G Wheel Loader #CC668-2KR04709</p>	
<p>17</p>	<p>CAT 966H Wheel Loader #CAT0966JEA6D01322</p>	
<p>18</p>	<p>CAT 966H Wheel Loader #A6D02405</p>	
<p>19</p>	<p>CAT 966H Wheel Loader #CAT0966HHA6D01335</p>	



Revised RFP Exhibit A (revised per Addendum 3 to include additional information about each item)

<p>20</p>	<p>CAT 966H Wheel Loader #CAT0966HLA6D01317</p>	
<p>21</p>	<p>Loader Bucket</p>	
<p>22</p>	<p>Loader Bucket</p>	
<p>23</p>	<p>Roll-off cover for 20cy roll-off</p>	
<p>24</p>	<p>Roll-off cover for 20cy roll-off</p>	

# ***ATTACHMENT 2***

**AGREEMENT FOR  
REMOVAL OF INOPERABLE HEAVY EQUIPMENT,  
EQUIPMENT ATTACHMENTS AND/OR SCRAP METALS  
LOCATED AT THE HARTFORD CONNECTICUT SOUTH  
MEADOWS SITE**

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- EXHIBIT A: Contracted Items
- EXHIBIT B: Designated Facilities
- EXHIBIT C: Price
- EXHIBIT D: Contractor’s Operations Plan
- EXHIBIT E: Consulting Agreements Representation
- EXHIBIT F: Campaign Contribution Certification

**AGREEMENT FOR REMOVAL OF INOPERABLE HEAVY EQUIPMENT,  
EQUIPMENT ATTACHMENTS AND/OR SCRAP METALS LOCATED AT  
THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE**

This AGREEMENT FOR REMOVAL OF INOPERABLE HEAVY EQUIPMENT, EQUIPMENT ATTACHMENTS AND/OR SCRAP METALS LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE (this “Agreement”) is made and entered into as of the \_\_\_ day \_\_\_\_\_, 2024 (the “effective Date”) , by and between the **MIRA DISSOLUTION AUTHORITY** a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 300 Maxim Road, Hartford Connecticut 06114 ("the Authority"), and [**NAME OF SUCCESSFUL PROPOSER(S)**], having its principal offices at [**ADDRESS OF SUCCESSFUL PROPOSER(S)**] (hereinafter “**Contractor**”).

**RECITALS**

WHEREAS, the Authority was created pursuant to Connecticut Public Act 23-170 as the successor to the Materials Innovation and Recycling Authority as the owner of certain parcels of real property located at 300 Maxim Road and 100 Reserve Road in Hartford, Connecticut (collectively, the “South Meadows Site”) upon which the Authority operated various energy-generating, solid waste management and/or disposal facilities (collectively, the “Facilities”);

WHEREAS, the Authority has identified certain inoperable heavy equipment, equipment attachments and scrap metals located at the South Meadows Site (the “Items”) which it seeks to have removed for recycling, salvage and/or disposal at applicably permitted facilities;

WHEREAS, the Authority organized the Items into lots and on \_\_\_\_\_, 2024, through a Request for Proposal (“RFP”), the Authority invited the submission of proposals for removal of the Items (the “Work”);

**WHEREAS**, Contractor has expertise in the transportation, dismantling, salvage, recycling and /or disposal of inoperable equipment and scrap metals, and has submitted a proposal in response to the RFP and has as part of that proposal; Contractor has identified facilities (the “Designated Facilities” as listed in Exhibit \_\_) to which it will transport inoperable heavy equipment, equipment attachments and scrap metals; and

**WHEREAS**, the Authority has accepted the Contractors’ proposal for of the Items identified herein in Exhibit A (the “Contracted Items”) and now wishes to retain the Contractor for the Work;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Contractor hereby mutually agree and undertake 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) **“Act of Bankruptcy”** means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.
- (b) **“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.
- (c) **“Applicable Laws”** means any statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or Governmental Authority having jurisdiction and which is applicable to the performance of Services hereunder.
- (d) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Authority’s Request For Proposals that preceded this Agreement (including any Addenda thereto), Contractor’s Proposal in response to such RFP (including all documentation accompanying such proposal, all other documentation submitted in connection with such proposal, and all post-proposal documen-

tation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents.

- (e) **“Effective Date”** means the date set forth above in this Agreement.
- (f) **“Environmental Claim”** means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Substance, or (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Substance, Environmental Law or other order of a Governmental Authority, or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.
- (g) **“Environmental Law”** means any current or future Legal Requirement pertaining to the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, and any, regulation, order or directive issued thereunder.
- (h) **“Governmental Approval”** means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority required for the performance of the Work hereunder.
- (i) **“Governmental Authority”** means any international, foreign, federal, state, regional, county, or local department, agency, authority, commission or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.
- (j) **“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.

- (k) **“Notice Of Award”** means written notification from the Authority to the apparent successful proposer which states that the Authority has accepted such proposer’s bid and sets forth the remaining conditions that must be fulfilled by such proposer before the Authority executes the Agreement.
- (l) **“Permits”** means all permits, consents, licenses, approvals or authorizations issued by any Governmental Authority having jurisdiction over the Contracted Metals and / or Work hereunder.

## 1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) 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;
- (b) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (c) 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 Commencement Date;
- (d) 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 Sub-section;
- (e) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (f) All references to agreements are references to the agreements as the provisions thereof exist now or may be amended, modified or waived from time to time;
- (g) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement; and
- (h) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

## 1.3 Covenants and Representations.

### 1.3.1 Covenants and Representations of Contractor.

Contractor represents, warrants and covenants to the Authority that:

- (a) Contractor is a [the Authority to insert form of organization into final agreement] duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs.
- (c) The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).
- (d) This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (e) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform the Work and Contractor has obtained all required Permits, approvals, and registrations necessary to complete the Work.
- (f) The Designated Facilities are in compliance with all Applicable Laws that pertain to the ownership, design, construction and continued operation of such Designated Facilities (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).

- (g) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or threatened against Contractor or, if applicable, Guarantor, from which an unfavorable decision, ruling or finding would materially and adversely affect or enjoin the performance by Contractor of its obligations to perform the Work hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's or, if applicable, Guarantor's, financial condition, or any other agreement or instrument entered into by Contractor in connection with the Work or other transactions contemplated hereby.
- (h) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to the Authority notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.
- (i) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Contracted Items and of the Work to be performed under this Agreement; the configuration of the South Meadows Site; the character, quality, and quantity of the materials to be encountered; the need to coordinate with other ongoing activities at the Site throughout Contractor's performance of the Work; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Work under this Agreement; and other matters which may affect Contractor's performance of the Work under this Agreement. Having made such examinations essential to an understanding of the Work and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Work under this Agreement.
- (j) Contractor agrees that, pursuant to Conn. Gen. Stat. § 22a-270 (as the same may be amended or superseded from time to time) the Authority is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat. § 12-412(92) (as the same may be amended or superseded from time to time), "*[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [the Authority] . . . whether such purchases are made directly by the Authority or are reimbursed by the Authority to the lessee or Facility Operator of such project*" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge the Authority any State of Connecticut taxes or assessments at any time in connection with Con-



tractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to the Authority hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to the Authority in any request for proposal or other submittal or proposal to the Authority in connection with this Agreement.

- (k) Contractor either has full ownership of the Designated Facilities or has valid, unconditional and enforceable rights to use the Designated Facilities, including any rights that may exist under a lease or other operational agreement with the owner thereof (the "Designated Facility Operator"), for the continued use of the Designated Facilities throughout the term of this Agreement. As the owner or Designated Facility Operator or both, Contractor has full Governmental Approval and Permits for the lawful operation of the Designated Facilities and shall continue to maintain such Governmental Approvals and Permits, including any Beneficial Use Determination (BUDs) required for its performance of Work hereunder, through the term of this Agreement. Contractor agrees not to sell, assign or otherwise transfer ownership of its enforceable rights to use the Designated Facilities without the prior written consent of the Authority (not to be unreasonably withheld or delayed).
- (l) The Designated Facilities have sufficient capacity for the transportation, recycling and / or disposal of the Contracted Items under this Agreement for the entire term hereof and Contractor shall, during the term of this Agreement, maintain sufficient capacity at the Designated Facilities for all Contracted Items transported and delivered under this Agreement.
- (m) Contractor (directly or through its Subcontractor) either has full ownership of adequate vehicles and trailers, or has enforceable rights to use adequate vehicles and trailers, including any rights that may exist under a lease or other operational agreement with the owners thereof, for the continued use of such vehicles and trailers through the term of this Agreement. Contractor (directly or through its Subcontractor) has full Governmental Approval and Permits for the lawful operation of the vehicles and trailers and shall continue to maintain such Governmental Approvals and Permits through the term of this Agreement.
- (n) Contractor (directly or through its Subcontractor) has all permits, approvals and licenses issued by any Governmental Authority that are necessary or required to haul, transport, process and / or ship and dispose of the Contracted Items. Contractor shall provide all such documents evidencing that such permits, approvals and licenses have been obtained and that Contractor is in good standing upon the Authority's request.

- (o) During the term of this Agreement, Contractor shall (directly or through its Sub-contractors), own or cause others to own, operate and maintain, at all times, the equipment necessary to perform the Work under this Agreement at the South Meadows Site and the Designated Facilities in compliance with all Applicable Laws and shall take all actions necessary to maintain all permits, licenses and approvals necessary to perform the Work under this Agreement, including, without limitation, for the lawful ownership, operation and maintenance of the Designated Facilities. In addition, if during the term of this Agreement, additional Permits, including BUDs, are required or compliance with additional governmental requirements is required in order to perform the Work under this Agreement, including, without limitation, to utilize the Designated Facilities in the manner contemplated by the terms of this Agreement, Contractor shall apply for and obtain such additional Permits or comply with such additional requirements on a timely basis or initiate legal proceedings to contest such additional Permits or requirements. If Contractor fails to obtain such necessary permits due to its own actions, the Authority shall have the right, upon notice to Contractor, to make alternative arrangements for the transportation, recycling and disposal of the Contracted Items and Contractor shall reimburse the Authority for all costs incurred in making such alternative arrangements within thirty days of receiving such invoice from the Authority.
- (p) Contractor shall provide, or cause the Authority to be provided, with copies of any notice Contractor receives concerning the revocation of any Permits, including BUDs, the denial of any subsequently required Permits, or non-compliance of a Designated Facility with the requirements of Applicable Law, within forty-eight (48) hours of Contractor's receipt thereof. In addition, Contractor shall provide or cause the Authority to be provided with true, correct and complete copies of any written notice of substantial non-compliance issued by any Governmental Authority, within three (3) days of Contractor's receipt thereof.
- (q) The Designated Facilities are properly permitted by Governmental Authority to accept the Contracted Items. Contractor shall provide copies of all such permits, licenses or approvals and evidence that Contractor is in good standing upon the Authority's request.
- (r) The Designated Facilities are not in the National Priorities List, CERCLIS or any similar list established or maintained by any state Governmental Authority nor has the owner or operator thereof been notified that the Designated Facilities are subject to investigation for inclusion on any such list by any applicable Governmental Authority.
- (s) The motor vehicles Contractor utilizes for the Work under this Agreement are not and will not be in violation of any Connecticut Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations.
- (t) Contractor shall provide the Authority with notice of any violations, citations, suits,

regulatory proceedings, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the performance of the Work, in each case within twenty four hours (24) of Contractor's receipt thereof.

- (u) Contractor shall provide the Authority with notice of any notices of violations, orders, warnings, letters of noncompliance from any Governmental Authority, violations, citations, suits, regulatory proceedings, claims, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the ownership and operation of the Designated Facilities or with Contractor's transportation work, in each case within twenty four hours (24) of Contractor's receipt thereof.
- (v) Contractor shall provide the Authority with immediate notice of any motor vehicle accidents in which the Contractor, its employees, or its Subcontractors are involved in the performance of the Work.
- (w) Contractor shall cause any Subcontractors to comply with Applicable Laws governing drug and alcohol testing of its employee drivers.
- (x) Contractor shall cause, and shall cause any Subcontractors to cause, all of its vehicles used to perform the Work under this Agreement to comply with all Applicable Laws and to perform safety and maintenance inspections to ensure that all vehicles are safe to operate and maintained in good working order, including frequent inspections of brakes and equipment necessary to safely secure Trailers to vehicles. Contractor (or its Subcontractor) shall maintain accurate records of such inspections. No vehicle that is not thoroughly maintained in good working order shall be used for Work provided under this Agreement. The Authority shall have the right, but is not required, to review all inspection reports upon request.
- (y) Contractor shall be responsible for the prompt payment of any and all fines, penalties, or other monetary violations associated with the Work provided under this Agreement.
- (z) Each motor vehicle utilized for this Agreement shall be in full compliance with all the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, as they may be amended, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

- (aa) Each individual who uses or operates a motor vehicle at any time in the performance of this Agreement shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. The license shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles or other applicable jurisdiction for any reason or any cause.
- (bb) Each motor vehicle used in the performance of this Agreement is duly registered with the Connecticut Department of Motor Vehicles in accordance with all applicable Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles for any reason or cause. If such motor vehicles are not registered with the Connecticut Department of Motor Vehicles, then it shall be duly registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such state or commonwealth for any reason or cause.
- (cc) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performance of transportation, recycling and disposal of the Contracted Items as described in this Agreement.

### 1.3.2 Covenants and Representations of the Authority.

The Authority represents, warrants and covenants to Contractor that:

- (a) The Authority is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by the Authority (1) has been duly authorized by the governing body of the Authority, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to the Authority or any provisions of the Authority's charter, by-laws or resolutions.
- (c) The execution and delivery of this Agreement by the Authority, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of the Authority or any agreement, indenture, mortgage, trust, contract, permit or instrument to which the Authority is a party or by which the Authority is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accord-

ance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Authority, pending or, to the knowledge of the Authority, threatened against the Authority that in any way would materially and adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Authority in connection with the transaction contemplated hereby.
- (e) Although Contractor is solely responsible for obtaining all Permits, including BUDs required to effectuate the performance of its obligations under this Agreement, the Authority shall cooperate with Contractor in all reasonable respects, with no cost or liability to the Authority, to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

## 2. Work.

### 2.1 General.

Upon the Commencement Date, Contractor shall furnish all labor, Contractor Vehicles, Contractor Trailers, Contractor Equipment, administrative services, materials, fuel, supplies, tools, parts, facilities and any other property necessary to collect the Contracted Items specified in **Exhibit A** from the South Meadows Site and transport same to the Designated Facilities as specified in **Exhibit B**, for the purposes of recycling, salvaging, dismantling and/or disposing of the Contracted Items, as the case may be, in accordance with the terms of this Agreement (the “Work”).

- (a) Contractor shall fully cooperate with the Authority regarding scheduling the loading of Contractor's Trailers at the South Meadows Site. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of Contractor's Trailers so as to insure the removal of the Contracted Items as quickly as practicable.
- (b) Contractor shall have a continuing obligation to protect against spillage or leakage of the Contracted Items from the Contractor's Trailers at all times during the loading, removal, transportation and delivery to the Designated Facility(ies).
- (c) Contractor shall implement its Operations Plan (“Contractor;s Operations Plan”) as specified in **Exhibit D** and shall provide notice to the Authority of any difficulties in such implementation. The parties shall cooperate in making temporary or permanent modifi-



cations to Contractor's Operations Plan so that the Work does not impair any other operations at the South Meadows site.

- (d) Contractor shall be fully responsible for the clean-up of any Contracted Items that are spilled during the transportation on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify the Authority for and hold the Authority harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, the Authority, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by the Authority in connection with any such clean-up.

## **2.2 Contractor personnel**

Contractor shall provide all personnel necessary to properly perform the Work. All Contractor personnel shall be properly trained, over the age of eighteen (18) and equipped with the requisite safety equipment and licensed to perform the assigned Work. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits, Contractor's Operations Plan and any guidance given by applicable Authority staff while on the South Meadows Site.

## **2.3 Performance of Work**

Contractor warrants that the Work shall be performed in accordance with good industry standards, all Applicable Laws, and the terms of this Agreement. If the Authority, using its good faith and commercially reasonable discretion, determines that the Work has not been so performed, the Authority shall inform Contractor in writing of such determination, and Contractor shall, at its sole cost, undertake any and all measures requested by the Authority to insure that the Work is performed in accordance with such standards and terms; provided, however, that such measures will be in addition to, and not in derogation of, the absolute right on the part of the Authority to be fully promptly compensated by Contractor for all costs, damages, and additional expenses incurred, either directly or indirectly, by reason of Contractor's failure to properly perform any obligation of Contractor in this Agreement after notice and opportunity to cure any defects in performance identified by the Authority.

## **2.4 Commencement of Work.**

Contractor shall commence performing the Work in accordance with the terms of this Agreement on the Commencement Date in accordance with the schedule in Contractor's Operations Plan.

## 2.5 Access to the South Meadows Site; Conditions.

The Authority hereby grants to Contractor, during the South Meadows Site's normal hours of operation or other hours as may be approved by the Authority, access to only those areas of the South Meadows Site necessary for Contractor to perform its obligations under this Agreement, provided that: (a) Contractor shall not interfere with any other operations being conducted at the South Meadows Site by either the Authority, or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. If Contractor fails to comply with any of the foregoing conditions of access, the Authority shall provide Contractor with written notice of such failure and Contractor shall immediately cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the South Meadows Site or presents a safety or security hazard to the Facility or to any personnel of the Authority working at the South Meadows Site, or any other person or entity, then the Authority shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then the Authority shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse the Authority for any and all reasonable costs and expenses incurred by the Authority in taking such curative action. If, within the ~~foregoing~~ thirty (30) day cure period set forth in this Agreement, except for emergency situations which shall require immediate action by the Contractor: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse the Authority in full for any and all reasonable costs and expenses incurred by the Authority in taking any curative action, or (iii) the Authority, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and the Authority shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 8.2 herein. Any payment obligations of Contractor under this Agreement shall survive the termination of this Agreement.

## 2.6 Contractor's Vehicles, Contractor's Trailers and Storage of Contractor's Trailers

Contractor shall acquire and use in its performance of the Work, at Contractor's expense, such quantity of tractor-trailer trucks, roll-off trucks, flat-bed trucks or other vehicles (collectively "Contractor Vehicles"); all roll-off containers or other trailers ("Contractor Trailers") and all other cranes, forklifts, loaders, or other equipment ("Contractor Equipment") necessary to perform the Work. All Contractor Trucks, Contractor Trailers and Contractor Equipment used in the performance of the Work hereunder shall comply with all Applicable Laws governing the transportation of the Contracted Items.

All Contractor's Vehicles and Trailers shall have Contractor's or Subcontractor's name painted on the outside of each vehicle in letters at least six (6") inches high or bear such other

means of identification as may be acceptable to the Authority.

The Authority covenants and agrees that, during the term of this Agreement it shall provide sufficient space at the South Meadows Site for the storage of an adequate number of Contractor's Trailers, Contractor's Vehicles and Contractor's Equipment to perform the Work. The type and quantity of Contractor's Vehicles and Contractor's Trailers must be approved by the Authority prior to their use and must conform to the requirements of the South Meadows Site. Contractor will provide at its sole cost sufficient labor and Contractor Equipment to load Contracted Items into the Contractor's Vehicles and Trailers..

All drivers employed by Contractor shall insure prior to leaving the South Meadows Site that all Contracted Items are sufficiently tied down, covered and/or contained such that no Contracted Items or residues or fluids emanating therefrom emanates from Contractor's Vehicles and Contractor's Trailers during the removal of the Contracted Items. Contractor shall maintain all Contractor's Vehicles used in the performance of the Work in good condition and working order. The Authority shall have the right to refuse admittance to the South Meadows Site of any of Contractor's Vehicles that in the Authority's discretion are not so maintained. Contractor's Vehicles, Trailers or other equipment that requires maintenance or repair shall be removed from the Site promptly by Contractor at its sole cost and expense. No refueling shall be permitted on the Site.

## **2.7 Change of Work.**

In the event that the Authority determines during the term of this Agreement that any modifications to the Work are necessary to accommodate changes in operation of the South Meadows Site, transportation to or use of the Designated Facilities, then pursuant to the Authority's written request, Contractor shall promptly commence and perform the Work as so modified. The Authority shall consult with Contractor prior to making such written request and, at the Authority's discretion, make such accommodations as Contractor shall reasonably request as part of the institution of such modifications. If any adjustment(s) to the payments or fees set forth in **Exhibit C** are required, the Authority and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the Authority's and Contractor's proportionate values, costs and returns associated with the existing Work, to the extent applicable, shall be used to determine the appropriate increase or decrease. The Authority and Contractor shall endeavor to negotiate any such increase or decrease in good faith prior to the commencement of modified Work. Any modified Work commenced by Contractor at the Authority's written direction in the absence of such agreement is not a waiver of Contractor's right or claim to any necessary adjustment of fees.

## **2.8 Authority's Inspection Rights.**

Upon reasonable notice, the Authority shall have the right at all times during Contractor's performance of Work to inspect and observe Contractor's performance of the Work hereunder.

## **2.9 Contractor Cooperation.**

Contractor shall perform all the Work in cooperation with the Authority and all the Authority's contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with the Authority and other parties. Such cooperation shall also involve scheduling of staff and Work hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press or any other media regarding its performance of Work under this Agreement. Contractor shall direct all inquiries from the press or any other media to the Authority.

## **2.10 Title to Contracted Items**

At the South Meadows Site, title to the Contracted Items shall pass to Contractor upon loading of Contractor's Trailers and/or Contractor's Vehicles by the Contractor. At no time shall title to Contracted Items revert back to the Authority after title passes to Contractor, regardless of any Change in Law.

## **2.11 Designated Facilities**

At the South Meadows Site, Contractor shall accept the Contracted Items for transportation, recycling and disposal only at the Designated Facilities each as specified in **Exhibit B**. Contractor shall not change the Designated Facilities without the prior written approval of the Authority.

## **2.12 Delivery Confirmation.**

At the time Contracted Items are weighed at the South Meadows Site, Contractor shall notify the Authority of the Designated Facility to which it intends to deliver such Contracted Items.

All weight tickets issued at the South Meadows Site shall contain the name of the intended Designated Facility. At a Designated Facility, Contractor shall obtain a receipt showing that the load has been delivered.

The Authority shall provide weekly reports (electronic if available) showing each load of Contracted Items provided to Contractor including date, time, ticket number, truck number, gross weight, tare weight, net weight and intended Designated Facility. These reports shall be run for the period covering Sunday – Saturday, except the last and first week of each month, which report will be split by month. This report shall be available five (5) business days following the period covered.

All scales used at the South Meadows Site shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws.

In the event that Contracted Items are unloaded from a Trailer after leaving the South Meadows Site but prior to disposal at a Designated Facility, or conversely any materials were added to load of Contracted Items after it left the South Meadows Site, then Contractor shall be deemed to be in default of this Agreement under Section 8.2 hereof.

### **2.13 Notice of Change in Designated Facility**

Contractor shall immediately provide the Authority with written notice of any change or changes in a Designated Facility or the operations thereof. Contractor shall immediately notify the Authority upon receipt of any notice, claim, letter of non-compliance, potential violation or suit or proceeding received from any Governmental Authority, adjacent property owner, citizen suit, third party or any Person relating to a Designated Facility.

### **2.14 Process for Designating a New Designated Facility**

Contractor may provide the Authority with a written list of alternative processing, recycling and/or disposal facilities that can accept the Contracted Items pursuant to applicable Permits and Environmental Law. Upon written approval by the Authority, such alternative landfill or other disposal or processing facility shall be deemed a Designated Facility under this Agreement, listed in **Exhibit B**.

### **2.15 Inspection Rights**

(a) the Authority may, at its option and upon reasonable notice and during normal operating hours, inspect the condition of and manner of operations at a Designated Facility, and review Permits, permit applications and operating plans for a Designated Facility. Contractor acknowledges that the Authority shall have no obligation to conduct such inspections and reviews, and that the Authority's failure to do so shall in no event constitute a waiver of Contractor's responsibility to comply with all Applicable Laws.

(b) In the event that the Authority, in the course of its inspection and review conducted under Section 2.15(a), discovers any violation by Contractor or any of its employees, Subcontractors, or agents of any provision in this Agreement or any Applicable Laws, the Authority shall first provide Contractor with immediate notice of such violation and Contractor shall be wholly responsible for making any other required notifications pursuant to Applicable Law, including to Governmental Authorities. Contractor shall have the opportunity to cure such violation in accordance with Applicable Laws and the terms of Section 8.2 hereof.

### **2.16 Authorized Subcontracting**

Contractor shall not Subcontract any portion of the Work without the prior written approval of the Authority.

### **3. Net Service Fees**

In consideration of the rights and privileges granted to Contractor herein, and of the Work to be provided by Contractor hereunder, as applicable, either Contractor shall pay to the Authority the Net Price Specified in **Exhibit C** or Authority shall pay to the Contractor the Net Cost specified in **Exhibit C**, subject to the terms and conditions of this Agreement.

The Net Service Fee as detailed in this Section 3 shall compensate Contractor for all Work provided under this Agreement, including but not limited to the cost of all labor, vehicles, equipment, utilities, fuel, chemicals, materials, supplies, insurances and financial security instruments, permits and authorizations, and third-party services and equipment.

#### **3.1 Deposit**

After the Commencement Date but before Contractor removes any Contracted Items from the South Meadows Site, Contractor will pay to the Authority the Deposit specified in **Exhibit C**.

Upon the final completion of the Work, in the final invoice for this Agreement, the amount already paid via the Deposit will be deducted from the final payment paid by Contractor to the Authority or will be added to the Net Cost which the Authority owes to the Contractor.

#### **3.2 Adjustments**

Any commodity price adjustments, fuel surcharges or other adjustment to the Net Service Fees shall be detailed in **Exhibit C** and unless so detailed neither party shall be entitled to any commodity price adjustments or fuel surcharges.

#### **3.3 Billing and Payments**

Within fifteen (15) days after removing any Contracted Items from the South Meadows Site, Contractor shall provide the Authority with a statement (“Statement”) reflecting its calculation of the Net Service Fee for the Contracted Items removed. Such statement shall be in a form acceptable to the Authority and shall include the date the Contracted Items were removed from the South Meadows site, a description of the Contracted Items removed, the tonnage of Contracted Items removed, and a calculation of the Net Price Contractor owes to the Authority or the Net Cost that the Authority owes to Contractor. Statement shall be supported by scale weight tickets from the Authority and Designated Facility, tabulated in a form acceptable to the Authority, and such other documentation reasonably requested by the Authority.

The Authority shall review each Statement and within (15) days of receipt of the Statement (the “Review Period”) provide any Disputes within fifteen (15) days of receipt. The Author-

ity will communicate any Disputes to the Contractor in a manner specified in Section 3.4 of the Agreement by the end of the Review Period. If no such Disputes are communicated by the end of the Review Period, within fifteen (15) days of the end of the Review Period, Contractor shall pay to the Authority all Net Prices specified in the Statement and the Authority will pay to Contractor all Net Costs specified in the Statement.

### **3.4 Invoice Disputes**

In accordance with Section 3.3 of the Agreement, the Authority may dispute a Statement if i) the Authority disagrees with the Contracted Items listed on the Statement; ii) the Authority disagrees with the calculation of any Net Service Fee in the Statement, including the application of any commodity price index specified in Exhibit C; iii) for any particular load of Contracted Items included on the Statement, there is a greater than five percent (5%) difference between the weight of that load as it was weighed on the outbound scales at the South Meadows Site vs. the inbound scales at the Designated Facility or iv) if there are multiple loads of Contracted Materials on one Statement, there is a greater than two percent (2%) difference between sum of the weights of all Contracted Materials included in the Statement as they were weighed on the outbound scales at the South Meadows Site vs. the inbound scales at the Designated Facility.

In the event that the Authority disputes any aspect of a Statement submitted by Contractor, it shall state the reasons therefore in writing and provide any backup documentation and calculations to Contractor within the Review Period as specified in Section 3.3 hereof. At the end of the Review Period, the undisputed portion of such Statement shall be paid by the Parties as Specified in Section 3.3 hereof. The parties will negotiate in good faith to resolve the disputed portion. If the Parties are unable to resolve the disputed portion within ninety (90) days of the date of such dispute, the provisions of Section 8 hereof shall apply.

### **3.5 Survival of Payment Obligations**

All payment obligations of the Authority and Contractor under this Agreement shall survive the cancellation, expiration, interruption or termination of this Agreement.

### **3.6 Sales and Use Tax Exemption Payment Obligations**

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the provision of Work under this Agreement is exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes, and the Transportation Prices and Disposal Prices provided for in this Agreement do not include any such tax. the Authority shall provide Contractor with a properly completed Connecticut Form CERT-131.

Pursuant to Section 22a-270 of the Connecticut General Statutes, the Authority 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 work or tangible personal property to be incorporated into or otherwise consumed in the operation of

a the Authority Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in any fee, and Contractor shall not charge or pass through any Connecticut Taxes to the Authority, 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.

The Authority 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 Work contemplated by this Agreement.

Contractor should consult with its tax advisor 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 Work under this Agreement 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 Work under this Agreement.

#### **4. Term**

##### **4.1 Term; Renewal Options.**

The base term of this Agreement (“Base Term”) shall begin on the Commencement Date and shall terminate, unless otherwise terminated in accordance with Section 8 of this Agreement upon the final payment of all Net Service Fees by each of the Parties to the other.

#### **5. Indemnification.**

##### **5.1 Contractor Indemnity.**

Contractor shall at all times protect, defend, indemnify and hold harmless the Authority and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to persons (including death), damage to property or other damages alleged to have been sustained by: (a) the Authority or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or Subcontractors, 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, employees, agents or Subcontractors; provided, however, such indemnity shall not include punitive and consequential damages arising out of injuries to persons (including death), damage



to property or other damages alleged, except to the extent such damages arise from third party claims. Contractor further undertakes to reimburse the Authority for damage to property of the Authority caused by Contractor or any of its directors, officers, employees, agents or Subcontractors.

Contractor shall be liable for, and indemnify the Authority for, any environmental contamination or violations of any Environmental Laws caused by or resulting from the performance of the Work provided for in this Agreement by Contractor or its agents. The existence of insurance shall in no way limit the scope of indemnification under this section.

## **5.2 Authority Indemnity**

The Authority, to the extent permitted by law, shall at all times protect, defend, indemnify and hold harmless Contractor and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to persons (including death), damage to property or other damages alleged to have been sustained by: (a) the Authority or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or Subcontractors, 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 the Authority or any of its directors, officers, employees, agents or subcontractors; provided, however, such indemnity shall not include punitive and consequential damages arising out of injuries to the person (including death), damage to property or other damages alleged, except to the extent such damages arise from third party claims. the Authority further undertakes, to the extent it is permitted by law, to reimburse Contractor for damage to property of Contractor caused by the Authority or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of indemnification under this section.

## **5.3 Contribution and Waiver.**

Except with respect to claims to which Contractor is entitled to indemnification from the Authority pursuant to Section 5.2 above, Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against the Authority and/or any of its directors, officers, agents and employees, for any Environmental Claim arising in whole or in part from the performance under this Agreement by Contractor, or any of its directors, officers, agents, employees, Subcontractors, representatives or partners, irrespective of whether such performance is negligent or willful or breaches any term or provision of this Agreement.

#### 5.4 Scope.

For purposes of Subsections 5.1, 5.2 and 5.3 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, Subcontractors, representatives or partners, and (ii) the term the Authority shall mean and include the Authority, the Authority's Facility Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

#### 5.5 Survival.

The indemnities contained in this Section 5 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

### 6. INSURANCE

#### 6.1 Insurance

At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the Work performed by the Contractor and those for whom they are legally responsible.

##### (a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Contractor during its performance of the Work.**
3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. The Contractor must furnish a certificate of insurance for Pollution Legal Liability with coverage for:
  - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
  - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

- c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- d. For losses that arise from the insured facility (a Designated Facility). Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

## 6.2 Minimum Limits of Insurance

Contractor shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
  - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
  - b. \$2,000,000 General Aggregate
  - c. \$1,000,000 Products & Completed Operations Aggregate
  - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
  - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
  - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
  - a. \$1,00,000 Each Accident
  - b. \$1,00,000 Disease – Policy Limit
  - c. \$1,00,000 Disease – Each Employee
5. Excess/Umbrella Liability:
  - a. \$10,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.
6. Contractor's Pollution Liability with a limit of \$5,000,000 per loss/\$10,000,000 annual aggregate.
7. Professional liability: \$1,000,000 Each Occurrence with a limit of \$1,000,000.
8. Contractor's Property Insurance covering 100% the actual cash value of Contractor's equipment.

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Contractor shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Contractor is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. the Authority, and their respective subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
  - a. Commercial General Liability
  - b. Automobile Liability
  - c. Contractor's Pollution Liability
2. The Contractor agrees to notify the Authority at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to the Authority's Risk Manager by fax to 860-757-7740, or by e-mail to [riskmanager@ctmira.org](mailto:riskmanager@ctmira.org), or by correspondence to the Authority, 200 Corporate Place, Rocky Hill, Connecticut 06067.
3. The Contractor shall waive (and require their insurers to waive) subrogation rights against the Authority for losses and damages incurred under the insurance policies required by this Agreement.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the Work is being performed, unless otherwise approved by the Authority.

(d) Verification of Coverage

Contractor shall furnish the Authority with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by the Authority before the Work commences. Contractor shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Contractor shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

**7. Uncontrollable Circumstances.**

**7.1 General.**

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its commercially reasonable efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 9.2 hereof. For purposes of this agreement Uncontrollable circumstances means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the South Meadows Site, if such act, event or condition is beyond the reasonable control of the Authority or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply, including, but not limited to, an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, catastrophic storm, flood or similar occurrence, an act of war, terrorism, blockade, insurrection, riot, civil disturbance or similar occurrence.

**7.2 Notice of Uncontrollable Circumstances.**

Either party shall notify the other by telephone on or as soon as possible after the date of experiencing an Uncontrollable Circumstance, followed as soon as practicable by a written notice of:

- (a) the Uncontrollable Circumstance and cause(s) thereof (if known);
- (b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;
- (c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

Additionally, such party shall provide prompt written notice to the other of the cessation or avoidance of such Uncontrollable Circumstance.

## 8. Default and Termination; Remedies.

### 8.1 the Authority Default in Payment.

In the event the Authority defaults in the payment of any sum when due hereunder, unless such default is cured within thirty (30) days after the Authority's receipt of written notice thereof from Contractor, Contractor may terminate this Agreement by written notice to the Authority of such intention.

### 8.2 Contractor Default.

The occurrence of any of the following events shall constitute a “Contractor Default”:

- (a) Contractor fails to pay any sum when due hereunder, unless such default is cured within thirty (30) days after Contractor’s receipt of written notice thereof from the Authority, the Authority may terminate this Agreement by written notice to Contractor of such intention.
- (b) Contractor fails to provide constant daily Work as required by this Agreement which disrupts the continuous loading , transportation, recycling and disposal of the Contracted Items by Contractor as required hereunder and such default is not cured within thirty (30) days;
- (c) Contractor fails to maintain its insurance as required under Article 6 of this Agreement and such default is not cured within thirty (30) days;
- (d) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority, or any agreements with any subcontractor, for the continued use and operation of a Designated Facility or to provide transportation work under this Agreement that would have a material adverse effect on Contractor’s ability to perform the Work and such default is not cured within thirty (30) days;
- (e) Contractor fails to perform any other obligations or covenants under this Agreement and such failure shall continue for thirty (30) days after the date Contractor receives notice from the Authority of such failure, provided that, subject to the prior approval of the Authority, in the case of any matter that is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to complete such cure with diligence, not

to exceed ninety (90) days in total, or Contractor fails to perform any such obligations or covenants more than twice within any ninety (90) day period, regardless of whether such failures are cured within any applicable notice and cure period;

- (f) Contractor breaches any representation or warranty referenced herein, including, without limitation, any representations and warranties under Section 1.3.1 that would have a material adverse effect on Contractor's ability to perform the Work;
- (g) Contractor or the Authority receives notice that a Designated Facility is placed on the National Priorities list, CERCLIS, or other similar federal or state list; or

(h) Contractor commits an Act of Bankruptcy; or

(h)(i) Contractor fails to cure emergency situations immediately, but in no event more than twenty-four (24) hours after such emergency situation arises regardless of whether the Contractor receives notice of such emergency situation from the Authority. For purposes of this Agreement, emergency situations means anything that poses a risk to health, safety or to the environment..

Upon the occurrence of a Contractor Default, the Authority shall have the right, but not the obligation, to (1) immediately cure such failure causing such disruption, and Contractor shall reimburse the Authority for any and all actual damages, including, but not limited to, the amount by which the actual net costs of transportation, recycling and disposal incurred by the Authority exceeds the Net Service Fees provided under this Agreement, attorney's fees, consultant cost and fees, surcharges or other fees and expenses incurred by the Authority in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from the Authority for such actual damages; (2) terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that the Authority may have against Contractor at law or in equity; and/or (3) seek to enforce the terms and covenants contained herein through specific performance or other such equitable relief as may be decreed or ordered or injunctive relief by a court of competent jurisdiction in addition to all other rights and remedies available at law, equity, or provided for in this Agreement.

All of the rights of the Authority hereunder shall be cumulative and may be exercised singly, together, or in such combination or order as the Authority may determine from time to time in its sole discretion. The exercise of any remedy hereunder shall not prohibit the exercise of other remedies available to the Authority under this Agreement or provided by law. the Authority's delay or failure to exercise any of its rights or powers contained herein shall not impair such rights or powers or be construed as a waiver of such remedies.

### **8.3 Compliance with Laws.**

Each party agrees that in the performance of its respective obligations hereunder, it will, and in the case of Contractor, Contractor will require its Subcontractors to, qualify under, and

comply with any and all Applicable Laws now in force and which may hereafter, during the term of this Agreement, be passed and become effective, applicable to it and its employees performing said obligations.

## **9. MISCELLANEOUS**

### **9.1 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.

### **9.2 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.

### **9.3 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.

### **9.4 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 The Authority or Consultant 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.

### **9.5 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.



**9.6 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 The Authority:

MIRA Dissolution Authority  
300 Maxim Road  
Hartford, Connecticut 06114  
Attention: President & CFO

(dd) If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**9.7 Binding Effect**

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

**9.8 Severability**

The Authority and Consultant 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.

**9.9 Whistleblower Protection**

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

## 9.10 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.

## 10. Representations and certifications

In signing this agreement, the applicable signatories to this agreement agree to the following representations and certifications set forth below. For purposes of this Section 8 and all subsections hereof, “Contractor” and “Consultant” shall have the same meaning.

### 10.1 Non-Discrimination

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
  1. The Contractor agrees and warrants that in the Performance of this Contract such 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, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
  2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “Commission”);

3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the 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 the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- d. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or

group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
  4. the 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 the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required

online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

--

## 10.2 Small Business Application

At the request of The Authority and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Business Enterprise (SBE) and/or Minority/Women/Disabled Person Business Enterprise (MBE) in accordance with *Connecticut General Statutes* Section 4a-60g.

## 10.3 Iran Energy Investment Certification.

a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

## 10.4 Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor:

[select response below by initialing]

	has NOT entered into any consulting agreements in connection with this Agreement.
	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as <b>Exhibit F</b> .

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

#### **10.5 Campaign Contribution And Solicitation Limitations**

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as 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, by signing this agreement, the authorized signatory to this Agreement represents that they have received 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 [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf). The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit G**.

#### **10.6 Large State Contract Representation for Contractor.**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or

award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such 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

c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

#### **10.7 The Authority's Representation Concerning Gifts**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing this agreement, the authorized signatory of The Authority represents that the selection of the most qualified or highest ranked person, firm or corporation 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.

[REMAINDER OF 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.

MIRA DISSOLUTION AUTHORITY

By: \_\_\_\_\_  
Mark T. Daley  
Its President & CFO  
Duly Authorized

[NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Its  
Duly Authorized

[Signature page of AGREEMENT FOR REMOVAL OF INOPERABLE HEAVY EQUIPMENT, EQUIPMENT ATTACHMENTS AND/OR SCRAP METALS LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE]



# ***ATTACHMENT 3***

**SITE TOUR SIGN-IN SHEET**  
**RFP: THE SALE AND REMOVAL OF INOPERABLE HEAVY EQUIPMENT AND ATTACHMENTS AND**  
**MISCELLANEOUS SCRAP METALS LOCATE AT THE HARTFORD CONNECTICUT RESOURCE RECOVERY FACILITY**

**RFP 24-AUTH-007**

**300 Maxim Road, Hartford, Connecticut 06114**

**8:00 a.m., Monday, April 8, 2024**

**(PLEASE PRINT)**

Attendee Name(s)	Company	Company Primary Contact Address	Company Primary Contact Email Address	Primary Contact Telephone #
Greg Crandall	Full Circle Recycling	23 Green Hill Rd Johnston, RI 02919	Greg@FullCircleRI.com	401-264-6004 cell 401-618-2130
Jason Manafort Bill Manafort	CWPM	25 NORTON PI Plainville CT 06062	Jam@cwpm.net	860 7471335
Jim Arcangelo	Chuck & Eddie's	190 middle town New Haven	Jim a @Chuck and Eddie's	860 637-7873
Brian Powell	WFSullivan Co/ Wtr Recycling	107 Appleton St Hingham, MA 01940	Brianpowell@sullivanmetals.com	(413) 427-2589

**SITE TOUR SIGN-IN SHEET**

**RFP: THE SALE AND REMOVAL OF INOPERABLE HEAVY EQUIPMENT AND ATTACHMENTS AND MISCELLANEOUS SCRAP METALS LOCATE AT THE HARTFORD CONNECTICUT RESOURCE RECOVERY FACILITY**

**RFP 24-AUTH-007**

**300 Maxim Road, Hartford, Connecticut 06114**

**8:00 a.m., Monday, April 8, 2024**

**(PLEASE PRINT)**

Attendee Name(s)	Company	Company Primary Contact Address	Company Primary Contact Email Address	Primary Contact Telephone #
Mike Patterson	Liberty Recycling	Mike Patterson	liberty@libertyrecycling.net	860 205 3190
Matthew Baltz	Casella	185 Recycling Way Willimantic CT	matthew.baltz@casella.com	<del>860</del> 959-444-2436
Mike Crowell				
Duke Archambault				
Paul Perotti	Joseph Prudom	John Prudom	p2e52@perotti.com	417-530-7164
John Prudom				
John LeGonche	MBI	414 New Britain Ave Plainville, CT 06062	mbrandon@manafort.com	860-229-4853

**SITE TOUR SIGN-IN SHEET**

**RFP: THE SALE AND REMOVAL OF INOPERABLE HEAVY EQUIPMENT AND ATTACHMENTS AND MISCELLANEOUS SCRAP METALS LOCATE AT THE HARTFORD CONNECTICUT RESOURCE RECOVERY FACILITY**

**RFP 24-AUTH-007**

**300 Maxim Road, Hartford, Connecticut 06114**

**8:00 a.m., Monday, April 8, 2024**

**(PLEASE PRINT)**

Attendee Name(s)	Company	Company Primary Contact Address	Company Primary Contact Email Address	Primary Contact Telephone #
Justin Manafort	Manafort Bros CWPM	414 Newe Britain Ave	Justin@manafort.com	860 229 4853