



**ADDENDUM NO. 1
Issued October 29, 2024**

TO

REQUEST FOR PROPOSALS

**For Engineering, Procurement and Major Salvage Operations
Management Services for the Hartford Resource Recovery
Facility, Jet Turbine Facility and South Meadows Site**

(RFP Number 25-AUTH-002)

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

1. CLARIFICATION REGARDING SITE TOUR DATE

By way of this Addendum 1, the first sentence of Section I.F. of the RFP (Site Tour) is hereby replaced to state: “The Authority has scheduled a tour of the South Meadows Site at the date and time specified in Section I.C. (RFP Projected Timeline).”

2. SAMPLE AGREEMENT

Attached hereto and incorporated herein this Addendum 1 is the Sample Agreement and Exhibits thereto which shall constitute RFP Attachment C.

- END OF ADDENDUM 1 (attachment follows) -

- RFP Attachment C (Sample Agreement and Exhibits thereto)

AGREEMENT FOR ENGINEERING, PROCUREMENT AND MAJOR SALVAGE OPERATIONS MANAGEMENT SERVICES FOR THE HARTFORD RESOURCE RECOVERY FACILITY, JET TURBINE FACILITY AND SOUTH MEADOWS SITE

CONTENTS

CONTENTS	1
PRELIMINARY STATEMENT	3
1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION	4
1.1 Definitions	4
1.2 Construction And Interpretation	4
2. SCOPE OF SERVICES	5
2.1 Contractor’s Initial Task – Development of the Salvage Equipment List	5
2.2 Contractor’s Ongoing Tasks – Engineering, Procurement and Major Salvage-Operations Management Services	6
2.3 Performance And Completion Of Services	7
2.4 Authorized Representative Of the Authority	8
2.5 The Authority’s Inspection Rights	8
2.6 Changes in the Services	8
2.7 Access	8
2.8 Authority Right to Exclude Certain Individuals	9
2.9 Lobbying And Paying Finder’s Fees	9
2.10 Progress Reports	9
2.11 Proprietary Information	10
2.12 Books and Records	11
2.13 Status of Contractor	11
2.14 Subcontractors	11
2.15 Contractor’s Employees	11
3. Procurement	11
3.1 General	12
3.2 Authority Approval Before Executing Contracts	12
3.3 Procurement from any Affiliate of Contractor	13
3.4 No Pass-Through of State of Connecticut Taxes to the Authority	13
4. COMPENSATION AND PAYMENT	13
4.1 Compensation Schedule	13
4.2 Bill Format	14
4.3 Payment Procedure	15
4.4 Accounting Obligations	16
4.5 Withholding Taxes And Other Payments	16
4.6 State of Connecticut Taxes	16
4.7 Audit	17
5. TERM OF AGREEMENT	18
5.1 Term	18
5.2 Time Is Of The Essence	18
5.3 Termination	18
5.4 Records And Documents	19
6. INDEMNIFICATION	19
6.1 Contractor’s Indemnity	19

7.	INSURANCE.....	20
7.1	Insurance.....	20
7.2	Minimum Limits of Insurance	20
7.3	Other Conditions.....	23
8.	MISCELLANEOUS.....	23
8.1	Entire Agreement	23
8.2	Governing Law	23
8.3	Assignment.....	23
8.4	No Waiver.....	23
8.5	Modification	24
8.6	Notices.....	24
8.7	Binding Effect	24
8.8	Severability	24
8.9	Whistleblower Protection.....	25
8.10	Counterparts.....	25
9.	Representations and certifications.....	25
9.1	Non-Discrimination	25
9.2	Small Business Application	28
9.3	Iran Energy Investment Certification.	28
9.4	Consulting Agreements Representation.....	29
9.5	Campaign Contribution And Solicitation Limitations.....	29
9.6	Large State Contract Representation for Contractor.....	30
9.7	MIRA Dissolution Authority Representation Concerning Gifts.....	30
	Exhibit A. Overview of Site	
	Exhibit B. Contractor's Operations Plan and Schedule	
	Exhibit C. Compensation Schedule	
	Exhibit D. MIRA Dissolution Authority Travel And Expense Policy	
	Exhibit E. Monthly Bill Format	
	Exhibit F. Consulting Agreement Representation (if applicable)	
	Exhibit G. OPM Form 1	

This **AGREEMENT FOR ENGINEERING, PROCUREMENT AND MAJOR SALVAGE OPERATIONS MANAGEMENT SERVICES FOR THE HARTFORD RESOURCE RECOVERY FACILITY, JET TURBINE FACILITY AND SOUTH MEADOWS SITE** (the “Agreement”) is made and entered into as of this 1st day of _____, 2025 (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, having its principal offices at 300 Maxim Road, Hartford, Connecticut 06114 (“the Authority”) and **[NAME OF FIRM]**, having a principal place of business at **[ADDRESS OF FIRM]** (“Contractor”).

PRELIMINARY STATEMENT

WHEREAS, The Authority was created by an act of the State of Connecticut Legislature (Public Act 23-170) effective July 1, 2023, pursuant to which the Authority assumed ownership and control of the assets of its predecessor, the Materials Innovation and Recycling Authority (“MIRA”) and the Authority was charged with supplementary duties and responsibilities related to MIRA’s dissolution; and

WHEREAS, The Authority is the owner of an approximate 80 acre site encompassing the now shuttered MIRA Resource Recovery Facility and Jet Turbine Facility located in the South Meadows section of Hartford, CT and more specifically identified as 300 Maxim Road and 100 Reserve Road in Hartford (individually “MIRA Resource Recovery Facility” or “Jet Turbine Facility” and collectively the “South Meadows Site” or the “Site”); and

WHEREAS, The Authority’s ownership and control of the Site extends to all machinery and equipment acquired and installed in support of operations conducted on the South Meadows Site including, but not limited to, motors, compressors, pumps, cranes and hoists, conveyors, shredders, picking stations, steam and jet turbines, bag houses, fueling facilities and other equipment; and

WHEREAS, The Authority’s responsibility to wind down MIRA’s operations and activities in an orderly and responsible manner includes the marketing and sale of such surplus machinery and equipment; and

WHEREAS, The Authority issued a Request For Proposals for Engineering, Procurement and Major Salvage Operations Management (“RFP”) to provide for the identification, dismantling and removal of such machinery and equipment via which, and Contractor’s response thereto (“Proposal”) the Authority identified the Contractor as a firm with experience and expertise in such matters; and

WHEREAS, the Authority now desires to enter into this Agreement in order to have the Contractor, as owner’s engineer, render certain engineering, disassembly, procurement and major- salvage operations-management services related to the removal of non-structural equipment at the South Meadows Site in accordance with the terms and conditions of this Agreement;

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued after the RFP due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), the preceding RFP, Addenda, Contractor’s Proposal (including all documentation accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-Proposal documentation submitted prior to the Notice Of Award), Notice Of Award, and any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“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.
- (e) **“Notice Of Award”** means written notification from the Authority to the apparent successful Proposal submitter(s) which states that the Authority has accepted such Proposal submitter’s Proposal and sets forth the remaining conditions that must be fulfilled by such Proposal submitter before the Authority executes the Agreement.
- (f) **“Services”** means any and all of the services specified in Section 2 of the Agreement, including the initial task specified in Section 2.1 and all other ongoing services specified in Section 2.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.
- (i) The Exhibits attached hereto are hereby incorporated into this Agreement and shall be deemed to be a part hereof;
- (j) The words “include” and “including” shall be deemed to be followed by the words “without limitation”; and
- (k) The Parties hereby acknowledge that the Parties and their counsel have reviewed this Agreement and hereby agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall NOT be employed in the interpretation of this Agreement, or any exhibits or amendments hereto.

2. SCOPE OF SERVICES

2.1 Contractor’s Initial Task – Development of the Salvage Equipment List

Upon notice to proceed by the Authority, Contractor shall:

- a) Review available existing plans and specifications for the MIRA Resource Recovery Facility and Jet Turbine Facility to identify non-structural installed machinery and equipment that may be safely removed and/or disassembled for resale or scrap by the Authority’s equipment brokerage contractor or metals recycling contractor;
- b) Review the Authority’s draft “Closure Plan” for the MIRA Resource Recovery Facility, and associated correspondence, to ensure that the resale or scrapping of installed machinery and equipment is conducted in accordance therewith;
- c) Review findings of the Authority’s hazardous building materials survey for purposes of excluding metals not suitable for recycling from further consideration;

- d) Develop an inspection plan and health and safety protocols that will be followed by all of Contractor's staff, and Subcontractors performing Services in the performance of the services provided in this Agreement, and provide a copy of such plan and protocols to the Authority. The Authority reserves the right to require Contractor to make adjustments to such health and safety protocols for consistency among and between the Contractor and the Authority's equipment brokerage contractor and scrap metal contractor;
- e) Physically inspect the MIRA Resource Recovery Facility and the Jet Turbine Facility to confirm non-structural installed machinery and equipment that may be safely removed and/or disassembled for resale or scrap by the Authority's equipment brokerage contractor or metals recycling contractor;
- f) Coordinate with the Authority and its equipment brokerage contractor in the designation of machinery and equipment intended for resale or scrapping;
- g) Present findings of the Contractor's review of the Authority's existing plans and specifications and physical inspection including recommendations to the Authority for installed machinery and equipment that may be safely removed and designated for resale or scrap (the "Salvage Equipment List"); and
- h) The Contractor's findings and recommendations concerning the safe removal and/or disassembly of installed machinery and equipment shall be certified by a professional engineer licenses to practice in the State of Connecticut.

The Authority shall compensate Contractor for Development of the Salvage Equipment List on an hourly basis with a not to exceed price in accordance with Article 3 and Exhibit C hereof.

Upon receipt of the Salvage Equipment List, the Authority will review Contractor's certified recommendations and findings and either i) notify Contractor to make modifications to the Salvage Equipment List until such list is agreeable to the Authority, or ii) notify the Contractor to proceed with the remaining Ongoing Tasks including Engineering, Procurement and Major Salvage Operations Management Services specified in Section 2.2 hereof.

2.2 Contractor's Ongoing Tasks – Engineering, Procurement and Major Salvage-Operations Management Services

Upon notice by the Authority to proceed with the remaining Ongoing Tasks, the Contractor shall:

- a) Develop deconstruction / disassembly plans and specifications suitable for the bidding and award of demolition, disassembly and/or related work as appropriate to the intended resale or scrap of specific items as determined by the Authority. Such plans and specifications shall be certified by a professional engineer licensed to practice in the State of Connecticut. Such plans and specifications may be subjected to third

- party environmental review by the Authority;
- b) Develop and submit safety protocols for Ongoing Tasks that will be followed by all of Contractor's personnel and Subcontractors performing Services at the site for the Authority pursuant to this Agreement;
 - c) Conduct competitive procurement activities pursuant to procedures approved by the Authority providing for the hiring of Sub-contractors to undertake such demolition, disassembly and/or related work consistent with approved plans and specifications and the requirements of the Authority's equipment brokerage contractor or metals recycling contractor;
 - d) Provide, and ensure all Subcontractors provide, all personnel working at the Site with all appropriate protective equipment apparel and safety training in accordance with all applicable State and Federal laws and regulations;
 - e) Supervise and oversee the conduct of all such demolition, disassembly and/or related work;
 - f) Coordinate with the Authority's equipment brokerage contractor, metals recycling contractor and all Subcontractors retained by the Contractor in the organization and consolidation to staging areas of machinery and equipment designated for resale or scrap;
 - g) Provide for all required administrative support services and activities including documentation of sub-contracts and Sub-contractor activity, review and approval of Sub-contractor invoices prior to submission to the Authority, human resource, payroll and benefits administration for the Contractor's personnel, all obligations of Subcontractors retained by the Contractor supporting or providing Services at the South Meadows Site and preparing billings for Services rendered pursuant to this Agreement in accordance with the terms and conditions of this Agreement;

2.3 Performance And Completion Of Services

Contractor agrees to perform the Services as an independent Contractor, consistent with:

- (a) Any and all instructions, guidance and directions provided by the Authority to Contractor;
- (b) The Contract Documents;
- (c) Sound engineering, procurement and project management practices;
- (d) The level of care and skill exercised by members of the engineering, procurement and project management field practicing under similar conditions and circumstances;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

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

2.4 Authorized Representative Of the Authority

Subject to the requirements of this Agreement, Contractor will perform the Services and any obligations hereunder according to directions from the Authorized Representative of the Authority. For purposes of this Agreement, the terms “Authorized Representative of the Authority” or “Authorized Representative” shall mean the Authority’s President (the “President”), or any person designated in writing to Contractor by the President. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by the Authority.

2.5 The Authority’s Inspection Rights

Contractor’s performance of the Services hereunder, as well as Contractor’s work products resulting from such performance, are subject to inspection by the Authority. Inspections may be conducted at any time by the Authority. In the event of an inspection, Contractor shall provide to the Authority any documents or other materials that may be necessary in order for the Authority to conduct the inspection. If, after any such inspection, the Authority is unsatisfied with Contractor’s performance of the Services hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of the Authority, render such performance or work products satisfactory to the Authority at no additional cost or expense to the Authority and without any extension of the project schedule for the remaining Services. For purpose of this Section 2.5, the Authority shall mean the Authority and/or its Authorized Representative.

2.6 Changes in the Services

In the event that the Authority determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Services as set forth in Section 2.1 and/or Section 2.2 hereof, then pursuant to the Authority’s request, Contractor shall promptly commence and perform the services required for such revisions, modifications or changes, which services shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by the Authority. Any change in compensation to Subcontractors resulting from a change in Services shall be negotiated by the Authority and the Contractor and set forth in writing as modification to this Agreement.

2.7 Access

To the degree that Contractor requires access to the Site or any portions thereof in order to perform any of the Services hereunder, the Authority hereby grants to Contractor, during the Site’s normal hours of operation, access to only those areas of the Site necessary for Contractor to perform the Services hereunder, provided that:

- (a) Contractor shall have developed safety plans and protocols to be followed by all of Contractor’s staff or subcontractors while at the Site and shall have provided a copy of such safety plans and protocols to the Authority.

- (b) Contractor shall not interfere with any other operations or activities being conducted at the Site by either the Authority or any other person or entity;
- (c) Contractor directly coordinates with the Authority on such access and Contractor's storage of any equipment or materials on the Site; and
- (d) Contractor is in compliance with all of the terms and conditions of this Agreement.

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

2.8 Authority Right to Exclude Certain Individuals

Without limitation of Contractor's overall responsibility for the acts and omissions of Contractor's personnel and the personnel of the Contractor's Subcontractors performing services at the Site, the Authority reserves the right to exclude anyone from the Site who the Authority reasonably believes is a danger to themselves or any other Person, or to the Authority's property.

2.9 Lobbying And Paying Finder's Fees

Pursuant to the *Connecticut General Statutes*, the Authority is prohibited from retaining or hiring a lobbyist as defined in section 1-91 of the *Connecticut General Statutes* or paying a finder's fee for any Services provided to the Authority. Therefore, Contractor shall not provide the Authority with any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

2.10 Progress Reports

If requested by the Authority, Contractor agrees to provide a progress report to the Authority by the 10th day of each calendar month for the Development of the Salvage Equipment List and conduct of Ongoing Tasks which Contractor is performing. The report is to contain the following information in the format given:

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;
- (d) Original estimated budget by month in dollars and hours;
- (e) Progress in preceding month;
- (f) Estimated dollars and hours spent in preceding month;
- (g) Dollars and hours spent monthly, to date;

- (h) Problem areas; and
- (i) Description of activities for the coming month and estimated hours and dollars for such activities.

2.11 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from the Authority by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than the Authority) without the prior written consent of the Authority. Any report or other work product prepared by Contractor in connection with the performance of the Services hereunder shall be owned solely and exclusively by the Authority and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of the Authority. Any material designated by the Authority in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Authority. However, Contractor acknowledges that the Authority is subject to the Connecticut Freedom of Information Act and the Authority must disclose certain documents in accordance with said statutes. Contractor retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Contractor shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.11 shall not apply to any information:

- (a) Which at the time disclosed to or obtained by Contractor is in the public domain;
- (b) Which becomes part of the public domain through no act, omission or fault of Contractor;
- (c) Which Contractor's records demonstrate was developed independently by Contractor or was received by Contractor from a third party which Contractor had no reason to believe had any confidentiality or fiduciary obligation to the Authority with respect to such information;
- (d) Which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Contractor shall give prior timely notice of such disclosure to the Authority to permit the Authority to seek a protective order, and, absent the entry of such protective order, Contractor shall disclose only such Confidential Information that Contractor is advised by its counsel must be disclosed by law; or
- (e) Following the lapse of five years after disclosure of such information to Contractor.

2.12 Books and Records

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

2.13 Status of Contractor

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

2.14 Subcontractors

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

2.15 Contractor's Employees

All persons employed by the Contractor or employed by a Subcontractor shall be subject and responsible solely to the direction of Contractor or the Subcontractor as the case may be, and shall not be deemed to be employees of the Authority.

3. Procurement

In accordance with the Ongoing Services specified in Section 2.2, contractor shall provide the Authority with the names of responsible individuals employed by the Contractor authorized to

sign purchase orders and or subcontracts or perform certain public procurement activities in accordance with the Ongoing Services. This Section 3 governs such procurement activities.

3.1 General

Contractor shall propose and the Authority shall approve in writing, responsible individuals authorized to sign purchase orders and/or subcontracts for goods and services to be delivered to or provided at the Site for the performance of the Services, and to issue such purchase orders or subcontracts to Subcontractors. Contractor shall obtain at least three bids from Subcontractors to obtain the best possible value for the Authority for all goods and services provided to or at the Site that are estimated to cost \$5,000 or more before entering into any subcontract. Subject to the provisions of Section 3.2, Contractor shall sign such purchase orders or subcontracts in the name of Contractor. The Authority shall be provided documentation, to its satisfaction, of and have the option of reviewing and approving all procurement methodologies and proposed procurement documents used to obtain subcontractors. The effectiveness of any subcontract or purchase order shall be conditioned on the Authority's prior written approval thereof. Any subcontract or purchase order shall additionally: (1) require the selected subcontractor ("Subcontractor") to comply with all Authority requirements; (2) include a provision making such subcontract or purchase order assignable to the Authority upon a request by the Authority; (3) require that the Authority receive a copy of each notice provided under such subcontract or Purchase Order; (4) contain provisions protective of the Authority's interests therein, or as required by Applicable Laws and Regulations, as deemed reasonably sufficient by the Authority; (5) require subcontractor to follow Contractor's safety plan or provide their own equivalent safety plan to be followed and (6) require Subcontractors to provide the "Representations and Certifications set forth in Section 9 hereof. Notwithstanding the preceding sentence, Contractor agrees that all such subcontracts or purchase orders shall be for the exclusive benefit of the Authority and all such subcontracts or purchase orders shall be made assignable to the Authority. All Subcontractors shall provide the required insurances prior to the commencement of any Services to be furnished or provided by them at the Site and such Subcontractors shall name both Contractor and the Authority as additional insureds on their general liability policies on a primary and noncontributory basis, with rights of subrogation waivers in favor of the Authority and its insurers. All certificates of insurance and all renewals thereof, and policy endorsements naming the Authority as an additional insured and rights of subrogation waived must be provided to the Authority before any Subcontractor performs any Services work at the Site or off the Site. Contractor shall consult with the Authority to determine if performance and/or payment bonds shall be required from a Sub contractor. Contractor shall negotiate with Subcontractors including reasonable warranties in favor of the Authority, and shall additionally pass through to the Authority any discounts or other favorable purchase terms received by Contractor from Affiliates and Subcontractors as the result of volume purchases or similar actions by Contractor for the purpose of obtaining such favorable purchase terms. Contractor shall be responsible for diligent and professional management and oversight of all Subcontractors with whom it contracts.

3.2 Authority Approval Before Executing Contracts

Contractor shall not award any subcontract or issue any purchase order in accordance with this Section 3 without prior written approval from the Authority, approval which both a) approves the specific award, b) expresses that specific funding has been allocated related to that specific

award; and the Authority approves the terms and conditions of the subcontract and purchase order.

3.3 Procurement from any Affiliate of Contractor

Contractor shall disclose to the Authority its relationship to any affiliate of the Contractor (“Affiliate”) to which it intends to issue a purchase order or subcontract hereunder. Contractor may issue such purchase order or subcontract following receipt of written approval from the Authority for the same provided the procurement of the same is in accordance with the requirements of this Agreement and applicable Laws and Regulation. The Authority may decline to provide such approval, in which case Contractor shall issue such purchase order or subcontract to a Subcontractor vendor which is not an Affiliate. The Authority shall enjoy all preferred rates provided by Affiliates of the Contractor and other related parties of the Contractor.

3.4 No Pass-Through of State of Connecticut Taxes to the Authority

Pursuant to Conn. Gen. Stat. § 22a-270, the Authority is exempt from all State of Connecticut taxes. Therefore, Contractor shall not charge, pass through to or otherwise seek payment of any such taxes from the Authority, with respect to goods or services obtained by Contractor for the performance of the Services (including under any subcontract or purchase order). Contractor shall be provided with a State of Connecticut Department of Revenue CERT-131 issued by the Authority to assist Contractor and Contractor’s Subcontractors in complying with this provision.

4. COMPENSATION AND PAYMENT

4.1 Compensation Schedule

Contractor shall be paid by the Authority for the Services rendered and expenses incurred under this Agreement on the basis set forth on **Exhibit C** attached hereto and made a part hereof. All Services provided by Contractor to the Authority must be approved in advance by the Authorized Representative. Any Services rendered by Contractor that were not approved in advance by the Authorized Representative shall not be paid by the Authority even if said Services were requested by other the Authority staff.

4.1.1 Compensation for Initial Services – Salvage Equipment List

For the initial services specified in Section 2.1, the Authority will compensate Contractor on a time and material basis, subject to a total not-to-exceed price as specified in Exhibit C - Part 1.

4.1.2 Compensation for Ongoing Services

For the Ongoing Services specified in Section 2.2, the Authority will compensate contractor a on the basis of a fixed monthly management fee as specified in Exhibit C – Part 2 for all corporate and management oversight of the Services plus time and materials for on-site personnel and Home Office planning activities, and direct cost reimbursement of demolition/disassembly work. The Authority will compensate Contractor on a time and

material basis for Contractor's staff working on site in accordance with Exhibit C – Part 3 and will compensate Contractor on a time and material basis for Contractor's planning staff , , in accordance with Exhibit C, part 4. For any demolition and/or deconstruction services which Contractor secures via a Procurement in accordance with Section 3, and which have been approved by the Authority, the Authority will reimburse the Contractor for such services without markup.

The Authority will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. Out of pocket expenses shall be reimbursed at cost provided they are consistent with the Authority's Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit D**, except that Contractor will be deemed to have met the Authority's "Receipt" requirements of such document if Contractor provides to the Authority with each billing

- (a) Receipts for all items greater than or equal to \$25 and
- (b) Copies of the Contractor's expense forms itemizing expenses incurred in providing Services to the Authority.

Contractor shall not be compensated for any time spent preparing any billing documentation, or any information requested by the Authority's in house accountants/auditors or outside auditors, State of Connecticut auditors, or the Authority in house accounting department, or related materials.

4.2 Bill Format

Contractor shall render a bill to the Authority each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) Each bill shall segregate costs in accordance with the Compensation Schedule Exhibit C (Parts 1 through 4);
- (b) The name, title and billing rate for each person performing Services for which payment is sought;
- (c) A description of the Services performed by each person by task;
- (d) The time spent by each person;
- (e) Separate listing of all expenses incurred including copies of receipts or Sub-Contractor invoices;
- (f) The time period covered by the bill; and

- (g) The contract number for this Agreement (to be provided by the Authority).

Contractor shall not carry forward balances. If a previous bill is unpaid, Contractor shall resubmit that periodic bill for payment. Group or block billing is not acceptable and bills with such billing will be returned unpaid to the firm for clarification and itemization.

Bills shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at the Contractor's cost without mark-up.

Contractor and all Subcontractors shall be solely responsible for the reporting of and payment of federal, state, and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

The format for all monthly bills is attached hereto as **Exhibit E** and made a part hereof.

4.3 Payment Procedure

If the Authority determines, in its sole discretion, that

- (a) The Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Contractor is not in default hereunder,
- (c) the Authority does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

then the Authority shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however,

- (a) the Authority determines that any of the Services for which Contractor has requested payment is not in conformance with the Standards,
- (b) Such bill does not contain all the requisite information, or
- (c) Contractor is in default hereunder,

then the Authority may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Contractor and Contractor shall, if requested by the Authority, immediately take, at Contractor's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

The Authority shall have no obligation under this Agreement to pay for any Services that the Authority determines have not been performed and/or completed in conformance with the Standards, and the Authority shall have no obligation to pay Contractor any amount due Contractor under this Agreement if Contractor is in default hereunder. If the Authority disputes the amount in any written request for payment submitted by Contractor, the Authority shall have the right to withhold the disputed amount until the dispute is settled. the Authority shall notify Contractor of any disputed amount and the reason(s) for disputing such amount.

Contractor's execution of this Agreement shall be deemed as Contractor's agreement to conform to the Authority's billing policies and procedures.

4.4 Accounting Obligations

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

4.5 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by the Authority with respect to Contractor, nor be withheld from payment to Contractor by the Authority. No workers' compensation insurance has been or will be obtained by the Authority on account of the Services to be performed hereunder by Contractor, or any of Contractor's employees or Subcontractors. Contractor and the Contractor's Subcontractors shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 4.5 and Contractor hereby agrees to defend and indemnify the Authority and hold the Authority harmless against any and all such taxes, insurance or payments, or similar costs which the Authority may be required to pay in the event that Contractor's status hereunder, or that of a Subcontractor, is determined to be other than that of an independent Contractor.

4.6 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superseded from time to time), 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 services or tangible personal property to be incorporated into or otherwise consumed in the operation of the Authority is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the fees, 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 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 the Services contemplated by this Agreement.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (“DRS”) and any other applicable tax authority, with regard to such tax authorities’ policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of the Services contemplated by 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 Services contemplated by this Agreement.

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

4.7 Audit

The Authority reserves the right to review the accuracy and reasonableness of all bills and expenses as they are billed to the Authority by the Contractor. Upon reasonable notice from the Authority, Contractor agrees to allow the Authority to audit Contractor’s files pertaining to the Services performed by the Contractor pursuant to this Agreement. Any such audit will be conducted on Contractor’s premises and Contractor will be expected to produce any pertinent file information requested including Contractor’s time and expense records. If the Authority’s audit concludes that the cost of Services is less than claimed by the Contractor, are less than those actually incurred, the Contractor shall refund the Authority such difference on demand.

For an audit, Contractor shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each employee’s original bills and time slips for the Services;
- (c) A list of hourly rates for each employee providing Services; A detailed explanation of Contractor’s billing methods; and
- (d) Subcontractor billings and payments.

The Authority reserves the right to seek reimbursement of inappropriately billed time or expenses.

5. TERM OF AGREEMENT

5.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2025. The Authority may extend the term of this Agreement for two additional terms of one year each in the event it determines, in its sole discretion, that such extension is in its best interests. The Authority shall provide the Contractor sixty (60) days advance written notice of each such extended term.

5.2 Time Is Of The Essence

The Authority and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Services hereunder. Accordingly, upon notice to proceed by the Authority, Contractor shall immediately commence performance of the Services that are the subject of such notice and continue to perform the same in an expeditious, diligent and workmanlike manner in accordance with the Standards during the term of this Agreement in order to complete all of the Services requested by the completion date set forth in such notice, if any.

5.3 Termination

This Agreement may be terminated by the Authority for cause or for the Authority's convenience and without cause upon at least thirty (30) days advance written notice to the Contractor.

Upon receipt of such written notice from the Authority, Contractor shall immediately cease work on any and all Authority matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 5.3,

- (a) The Authority shall pay Contractor for all Services properly performed and accepted by Contractor prior to the termination date, provided:
 - (1) The Authority has determined that such Services have been performed by Contractor in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by the Authority;
 - (3) Contractor is not in default hereunder; and,
 - (4) Contractor has performed all its obligations under this Agreement to the

Authority's satisfaction, and

- (b) The Authority shall have no further liability hereunder.

Except for the payment that may be required pursuant to this Section, the Authority shall not be liable to Contractor in any other manner whatsoever in the event the Authority exercises its right to terminate this Agreement. The Contractor irrevocably waives and abandons any other claims for additional compensation or damages of any kind or nature.

Contractor shall transmit to the Authority originals or copies of any and all material prepared, developed or obtained under this Agreement in Contractor's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative.

5.4 Records And Documents

Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by the Authority and shall make them available for inspection and audit by the Authority. Contractor's obligations under this Section 5.4 shall survive the termination or expiration of this Agreement.

6. INDEMNIFICATION

6.1 Contractor's Indemnity

To the fullest extent allowed by law, the 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 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 the person (including death), damages 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 Sub-contractors, or (c) any other person, to the extent any such injuries, 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. Contractor further undertakes to reimburse the Authority for damages to property of the Authority caused by Contractor or any of its directors, officers, employees, agents or Subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 6.1 shall survive the termination or expiration of this Agreement.

7. INSURANCE

7.1 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 Services performed by the Contractor and those for whom they are legally (directly or indirectly) responsible.

The Authority reserves the right to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Section 7.

The Authority may elect to require additional lines of insurance, increase or decrease the dollar amounts of some or all of the insurance, or make other changes to the insurance provisions based upon the circumstances. If additional insurance is required by the Authority, costs will be discussed and any additional compensation, if any, will be negotiated.

(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. Professional Liability insurance if the Contractor or any subcontractor to them is providing engineering and/or design services. The Professional Liability insurance should include coverage for all professional services related to the Work (including design work that preceded this Agreement) and should be kept in force for a completed operations period of at least five years after final completion of the Work.

7.2 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. \$2,000,000 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. \$1,000,000 Each Accident
 - b. \$1,000,000 Disease – Policy Limit
 - c. \$1,000,000 Disease – Each Employee
5. Excess/Umbrella Liability:
 - a. \$3,000,000 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 \$1,000,000 per loss.
7. Professional liability
 - a. \$2,000,000 Each Claim

(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 Services 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, its 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 and the Contractor's Subcontractors:

- a. Commercial General Liability
 - b. Automobile Liability
2. The Contractor and all Subcontractors 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 by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114.
 3. The Contractor and Subcontractors 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. The Authority and its insurers retain all rights of subrogation.
 4. The Contractor's and the Subcontractor'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 Services are being performed, unless otherwise approved by the Authority.

(d) Verification of Coverage

Contractor shall furnish the Authority with a certificate of insurance and policy endorsements acceptable to the Authority evidencing the coverages and other requirements required under this Agreement. All certificates of insurance and policy endorsements are to be received and approved by the Authority before any Services commence. Contractor and all Subcontractors shall provide new certificates of insurance and policy endorsements upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Contractor shall require Subcontractors to provide their own insurance subject to all of the requirements stated herein, including additional insured status of the Authority and waiver of subrogation.

7.3 Other Conditions

The Authority shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance or policy endorsement required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

8. MISCELLANEOUS

8.1 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.

8.2 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.

8.3 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.

For avoidance of doubt, the identification of a successor to the Authority in statute by the Connecticut legislature in accordance with section 4-38d of the Connecticut General Statutes shall not constitute an assignment of this agreement in accordance with this Section 8.3 of the Agreement.

8.4 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 Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the

existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

8.5 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.

8.6 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 and CFO

(b) If to Contractor:

Attention: _____

8.7 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.

8.8 Severability

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

8.9 Whistleblower Protection

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor 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 Contractor 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 Contractor 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.

8.10 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.

9. 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 9 and all subsections hereof, "Contractor" and "Consultant" shall have the same meaning.

9.1 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:



9.2 Small Business Application

At the request of the Authority and if Contractor qualifies, Contractor 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.

9.3 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 Contractor 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.

9.4 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]

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

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.

9.5 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. The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit G**.

9.6 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.

9.7 MIRA Dissolution Authority 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 and CFO
Duly Authorized

[CONTRACTOR]

By: _____

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



CONTRACTOR'S OPERATIONS PLAN AND SCHEDULE

[The Contractor's Operations Plan and Schedule included in this Exhibit B to be based on Contractors project approach and schedule provided as part of their Proposal as such may be modified during subsequent negotiations with the Authority and plans developed by the Contractor in accordance with Section 2.2.]

COMPENSATION SCHEDULE

[The Contractor's Proposal Price Form that was submitted with the Contractor's proposal, as such Form may be modified as a result of negotiations between the Authority and the Contractor, will be added by the Authority.]

TRAVEL POLICY AND EXPENSE REPORTING PROCEDURE

Attached hereto and incorporated herein this Exhibit D is the Travel Policy And Expense Reporting Procedure originally adopted by CRRA, which remains in effect under The Authority's governance under the provisions of Public Acts 14-94 and 23-170.

TRAVEL POLICY AND EXPENSE REPORTING

**BOARD OF DIRECTORS POLICY AND PROCEDURE
NUMBER 032**

**AUTHORITY POLICY AS SUCCESSOR TO MIRA AND CRRA -
ADOPTED SEPTEMBER 29, 2005**

TABLE OF CONTENTS

1.	GENERAL STATEMENT	1
2.	APPROVALS	1
3.	TRANSPORTATION	1
3.1	Rental Automobile.....	2
3.2	Business Use Of Employee’s Car.....	2
3.3	Air Travel.....	3
3.4	Taxis	3
3.5	CRRA Owned Automobiles	4
4.	MEALS	4
5.	LODGING.....	4
6.	INCIDENTALS	4
7.	PERSONAL EXPENSES	4
8.	OTHER BUSINESS EXPENSES	4
9.	EXPENSE REPORTING	5
10.	RECEIPTS	5
11.	EXCEPTIONS	5

CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

3.1 Rental Automobile

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

3.1.1.2 Personal Use Of A Rental Automobile

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

3.2.2 Mileage Calculation

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

3.2.3 Tolls/Parking

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

3.3 Air Travel

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

3.4 Taxis

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

3.5 CRRA Owned Automobiles

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

4. MEALS

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

5. LODGING

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

6. INCIDENTALS

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

7. PERSONAL EXPENSES

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

8. OTHER BUSINESS EXPENSES

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

10. RECEIPTS

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

11. EXCEPTIONS

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

ORIGINAL

Approved by: Board of Directors
Effective Date: 05/20/04

REVISION 1

Prepared by: Jim Bolduc, Chief Financial Officer
Approved by: Board of Directors
Effective Date: 09/29/05

MONTHLY BILL FORMAT

Name of Contractor:	
Contract Number:	
Billing Period:	

<u>Section 1:</u>	Amount
Monthly Service Fee	

Section 2: Reimbursable Salary and Ancillary Tasks (Insert Task Number and Name; Use a separate set of tables for each task.)

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
Subtotal Personnel					
Ancillary Services/Equipment			Units	Rate	Amount
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
Subtotal Ancillary Services/Equipment					

Subtotal for Task (Insert Task Number)	
---	--

Section 3: Reimbursement for Contractor-Procured Services

Description of Service or item procured	Date Procured (or time period for which service was rented)	Amount

TOTAL (Insert billing period for which bill is being submitted)	
--	--

EXHIBIT F:
CONSULTING AGREEMENTS REPRESENTATION

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "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.

_____	_____	_____
Consultant's Name and Title	Name of Firm (if applicable)	
_____	_____	_____
Start Date	End Date	Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public

My Commission Expires



**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification**
- Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ **day of** _____, **20**____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**

