

**EXHIBIT A**

**DESCRIPTION OF GOODS AND SERVICES**

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**1. SCOPE OF WORK:**

Contact person for Contract shall be R. Michael Payton from the DEEP Boating Division, 333 Ferry Road, PO Box 280, Old Lyme CT. Phone number is 860 434-8638.

Contractor shall meet with DEEP representatives at mutually acceptable time and place prior to commencement of the services required in Contract. Meeting arrangements may be made by contacting the DEEP Boating Division at 860 434-8638. After the initial deployment of the buoys specified in Contract, a field inspection shall be made by Contractor and representatives from the DEEP Boating Division. Contractor is required to notify DEEP Boating Division Staff ("Staff") upon completion of any work completed under the specifications of Contract.

**A. Sites:**

The Housatonic River is marked with State regulatory buoys. There are a total of six (6) buoys, marking two (2) "Slow No Wake" areas on the Housatonic River from Milford to Stratford.

The locations of all buoys are listed by latitude and longitude along with a general description of each site in Attachment A.

All buoys shall be placed and maintained at the latitudes/longitudes indicated, as these locations are approved by the United States (U.S.) Coast Guard District Office and the Commissioner of the Department of Energy and Environmental Protection (DEEP)

**B. The scope of work shall include the following:**

1. During and upon completion of Contract, all retrieved buoys and ground tackles are to be thoroughly cleaned and all reflective tape, symbols and lettering replaced, as necessary. Coordination with the DEEP Boating Division prior to beginning this phase is required. Refurbished buoys shall be inspected and approved by Staff the prior to each deployment. In addition, all replaced buoys, hardware, tackle, tape and lettering shall be removed and properly disposed of by Contractor.

2. Picking up of all six (6) buoys and ground tackle from approved Contractor's storage location or from the DEEP Boating Division facility in Old Lyme, Connecticut. This includes the following item with noted specifications:

Six (6) 4CFR-USCG Design 4<sup>th</sup> Class Can Ionomer Foam Radar Reflective Buoys; six (6) three hundred pound (300 lb.) steel mushroom mooring anchors; three hundred feet (300') of USA manufactured, hot dipped galvanized three-eighth inch (3/8") grade 30 chain, six (6) USA manufactured load rated, hot dipped galvanized one-half inch (1/2") eye to eye swivels; and six (6) one inch (1"), twelve (12) five-eighth inch (5/8"), twelve (12) one-half inch (1/2") USA manufactured, load rated, hot dipped galvanized shackles. All shackles shall be

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seized with .041 stainless steel seizing wire in the standard and approved marlinspike method.

3. Deployment of all buoys and their respective ground tackle at the latitudes/longitudes listed on Attachment A. Buoys shall be placed as close to these positions as possible and shall never be placed in the main navigation channel or in water of insufficient depth at low tide. Contractor shall perform any buoy relocations deemed necessary by Staff and provide new latitudes and longitudes, if applicable within five (5) days of notification.
4. Maintenance and servicing of all six (6) buoys and associated ground tackle during the entire period of Contract.
5. Retrieval from the locations listed on Attachment A and transportation and proper placement of all retrieved buoys and associated ground tackle to a location approved by Staff or to the DEEP Boating Division facility in Old Lyme Connecticut. All buoys and associated ground tackle shall be returned to the DEEP Boating Division facility after the fall retrieval in 2017. Coordination with Staff prior to retrieving the buoys is required.

**C. Time Restrictions:**

1. Deployment of all six (6) buoys and associated ground tackle shall begin no earlier than May 1<sup>st</sup> and be completed on or before May 15<sup>th</sup> of each year, unless other time frames are authorized in writing by Staff.
2. Retrieval of all six (6) buoys and associated ground tackle shall begin no earlier than October 15<sup>th</sup> and be completed on or before October 31<sup>st</sup> of each year, unless other time frames are authorized in writing by Staff.

**II. INTENT OF DOCUMENTS:**

- A. The specifications are intended to describe and illustrate all materials, equipment and labor necessary to execute Contract.
- B. Any apparatus, materials, equipment or additional work not mentioned in the specifications or any incidental accessories, and performance of any tasks necessary to complete the project in all respects, even if not particularly specified, shall be furnished, delivered or performed without additional expense to the DEEP Boating Division.

**III. DEFINITIONS:**

Buoys = U.S. Coast Guard Class 4 Can foam type floating three dimensional regulator markers.

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Ground Tackle = any chains, cables, attachments, anchors and weights used to secure floating buoys to a specific position in the water.

Maintenance = labor and material required to keep buoys and ground tackle in proper condition and working order. This includes ensuring that all buoy lettering, symbols and reflective/colored bands are complete, unbroken or torn and readable from a distance of two hundred (200) feet.

Servicing = to keep buoys and ground tackle fit for use and make adjustments, changes or alternations to the same. This includes the removal of marine growth and cleaning of the buoys to ensure proper visibility of the lettering, symbols and reflective/colored bands and proper function and stability of the buoys and ground tackle.

Sites = locations where buoys and ground tackle are to be placed in the Housatonic River.

**IV. CONTRACTOR RESPONSIBILITIES:**

**A. Buoys and ground tackle deployment, maintenance, servicing and retrieval:**

Contractor shall provide all necessary labor and equipment required to deploy, maintain, service and retrieve all buoys and ground tackle in accordance with Contract specifications. Maintenance shall include, but is not limited to, replacement in kind of any lost, missing, stolen or irreparable buoys and ground tackle during the period of Contract. Such replacement shall be completed within thirty (30) days of Contractor notification. Contractor shall also ensure that all buoys and ground tackle are placed in the locations as specified in Attachment A.

**B. Storage:**

Contractor shall store all retrieved buoys and associated ground tackle at a location approved by Staff or at the DEEP Boating Division facility in Old Lyme, Connecticut. Contractor shall be responsible for all buoys and ground tackle stored at any location outside of the DEEP Boating Division facility.

**C. Buoy and ground tackle emergency retrieval, storage and redeployment:**

Contractor shall be responsible for the timely retrieval, proper storage at the DEEP Marine Headquarters (HQ), and redeployment of any or all buoys following the forecast of an impending severe storm, flooding, or wind event that could potentially damage or destroy the buoys, ground tackle, private or public property. Contractor shall notify Staff of their intentions prior to retrieval. All buoys and ground tackle shall be redeployed within five (5) days after the event, unless authorized by Staff. Contractor is responsible for any damage to the buoys, ground tackle, private or public property caused by any buoys or ground tackle that were not removed and/or properly stored.

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**V. Protection:**

**A. Damage to Contractor's equipment:**

Contractor is liable for any and all damage, from any source, to any equipment or materials used in carrying out the terms of Contract.

**B. Damage to the DEEP's property:**

Contractor is liable for any and all damage to any building, equipment, furnishing, grounds, plantings, etc. caused by Contractor's actions in performing any of the requirements of Contract. Any such damage thereto shall be fully repaired or replaced at Contractor's expense to the full satisfaction of and at no expense to the DEEP Boating Division. If the damage cannot be repaired or replaced, Contractor remains liable to the DEEP for any and all damages caused. Repair or replacement of all damaged materials shall be completed within thirty (30) days of the incident.