

EXHIBIT A.2

**ADDITIONAL TERMS AND CONDITIONS FOR
Trade Labor Services**

I. Contractors shall not begin any Performance until Client Agencies have received prior written approval for any project from the Director of Engineering Services or Director of Facilities Management of the DAS Division of Construction Services and Client Agencies notify Contractors of the approval in accordance with the Notice provision in this Contract or through an e-mail.

II. Special Use Provision - Department of Administrative Services Division of Construction Services.

The maximum amount of any single project under this Contract is \$100,000.00. However, when the DAS Division of Construction Services makes a determination in its sole discretion that a particular project must meet the criteria established by Conn. Gen. Stat. § 31-53 regarding prevailing wages, then the Contract is subject to prevailing wages and, accordingly, the following paragraph applies and is made a part of the Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

III. Contractors shall ensure that no part of the Performance violates any established union contract that the State of Connecticut has with its State employees and its unions.

IV. This Contract shall not be utilized as a regular maintenance service contract for state agencies for Air Conditioning and Ventilation System Repair, Boiler/Burner Repair, and HVAC Control System

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Repair/Maintenance. If agencies require regular on-going maintenance and repair services for these trades, the services should be bid out as a separate contract for the agency.

- V. The Contractor shall be responsible for maintenance and repair of their equipment and tools.

- VI. Equipment. Client Agencies shall not compensate Contractors for trade related equipment, hand tools and power tools that are normally supplied with the labor to complete Performance. This equipment is already included in the labor rate. When special equipment is required to Perform and the Client Agency approves the equipment for use, the Client Agency shall compensate Contractors as follows:
 - A. Rented Equipment (used directly for the Performance by the Contractor's or subcontractor's own forces): compensable at rental invoice cost to the Contractor with no markup.

 - B. Owned Equipment (used directly for the Performance by the Contractor's or subcontractor's own forces): compensable at the Contractor's standard rate with no markup. Client agencies shall not pay a daily rate in excess of 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service.

VII. Material Inventory

- A. All labor, parts and materials shall be provided in accordance with the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) and the State of Connecticut's Building and Fire Codes.

- B. The Performance by the Contractor must comply with the current Connecticut Occupational Safety and Health Standards.

- C. Contractors shall inform the DAS Procurement Services Division of any and all OSHA violations during the term of the Contract.

- D. Contractors shall classify their work forces under the Internal Revenue Services' guidelines for determining employee/independent Contractor relationships.

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- E. The Contractor shall have sufficient inventory of materials to meet the requirement of the Client Agency. Client Agencies may, in their sole discretion, furnish certain materials required in the Performance.

VIII. Warranty – Workmanship and Material

- A. Contractors warranty all work Performed under this Contract for a period of one (1) year from the completion date of service provided.
- B. If during that one (1) year period of warranty, any part installed under the Contract fails or does not function properly due to any fault in material or workmanship, the Contractor shall, under notice from the Client Agency, promptly proceed to repair or replace the faulty item without incurring additional expense to the Client Agency.

XII. Response Time

- A. The Contractors shall be radio equipped and have a twenty-four (24) hour emergency telephone number or beeper at which they can be reached in case of an emergency. The Contractor shall not have the telephone number or beeper forwarded to an answering machine.
- B. Contractors shall respond within two (2) hours after notification of an emergency call.

IX. Responsibility

- A. Client Agency Responsibility

The Client Agency may interview the Contractor before issuing a purchase order for Performance, and, in its sole discretion, perform a site inspection of the Contractor's facility to assess the ability of the Contractor to Perform.

- B. Contractor's Responsibility

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1. At the written request of the Client Agency, Contractors shall conduct a site visit to examine the site with the building maintenance supervisor prior to Performing.
2. Contractors are responsible for taking their own field measurements and ascertaining the accuracy of all information relevant to any Performance.
3. The Client Agency will not supply, nor be responsible for, the accuracy of measurements or any other related work.
4. The Contractor shall sign in upon arrival at the jobsite and sign out when leaving the site for any reason.
5. Prior to leaving the site at the end of each day, the Contractor shall submit a work ticket that documents the hours worked, work Performed, and the parts and materials used.

X. Site Conditions

- A. Contractors shall complete all aspects of the Performance in a safe manner.
- B. The Contractor shall at its sole expense immediately correct any dangerous condition caused by or as a result of the Contractor's Acts.
- C. Contractors shall notify the Client Agency in writing prior to any shutdown in Contractors' operations, or, if due to Force Majeure and Contractors have no prior knowledge of a shutdown, then immediately upon becoming so aware.
- D. The Contractor shall clean and sweep the site on a **daily** basis, or more often if appropriate or required to keep the site clean and safe.
- E. The Contractor shall remove all rubbish, materials, and debris from the work site on a daily basis and shall keep existing walks, driveways, parking areas and storage areas free of debris and otherwise clean at all times.

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- F. Contractors shall not have assigned parking spaces, unless otherwise arranged with the Client Agency. All parking costs are the responsibility of the Contractor.

XI. Proper Conduct

The Contractor shall ensure that all of its employees and Contractor Parties adhere to proper conduct at all times. Proper conduct includes, but is not limited to, the following:

1. There shall be no weapons, drugs or alcohol on the work location.
2. No smoking on the work location unless there is a smoking designated area and the smoking is conducted there.
3. Ensuring that exterior doors are left closed and locked.
4. The Contractor shall be polite and courteous at all times.

XII. Temporary Utilities

- A. The Client Agency will instruct Contractors which existing outlets the Contractors may use temporarily for electrical power.
- B. The Contractor shall furnish all connections and extensions from these outlets at his own expense.

XIII. Storage of Equipment

- A. The Contractor shall store all materials, tools and equipment only in areas designated by the Client Agency.
- B. The Contractor shall keep storage areas clean and clear of combustible waste.
- C. Any items stored out-of-doors shall be stored off the ground on adequate supports, protected with secure tarpaulins.
- D. The Contractor shall provide adequate facilities for the storage of waste materials, rubbish, debris and surplus materials and equipment which the Contractor shall remove from the work location daily.
- E. The Contractor shall not leave ladders, tools or equipment unattended.

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XIV. Pricing

- A. Bidders are required to submit pricing only in the counties that they can provide service to. Services in one or more counties may be specified.
- B. Pricing shall remain fixed for the first two (2) years of the Contract period. Thereafter, vendors may submit a request for adjustment on the yearly anniversary date of the Contract. Any request for price adjustment(s) must be submitted thirty (30) days in advance, and in writing to:

Pamela L. Anderson
DAS Procurement
State of Connecticut
165 Capitol Avenue, Procurement Services
5th Floor South
Hartford, CT 06106-0414

D. Standard Wages

Contractors shall comply with all provisions of Substitute Senate Bill No. 1056, Statute 31-57f, Standard Wage Rates for Certain Service Workers. Information regarding this Public Act and when it applies can be obtained from DOL's web site:

<http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>. Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, Ct 06109-1114 (860) 263-6790 or his designated representative.

G. Hours of Work

1. Normal working hours are 7:00 A.M. through 4:30 P.M. Monday through Friday.
2. Overtime rates are applicable for Performance after 4:30 P.M. Monday through Friday, and on all hours of the weekends and holidays.

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3. Any Performance under the Overtime category must be authorized by the using Client Agency before the commencement of any Performance.

XV. Modifications/Changes to Quotes/Proposals

Contractors shall Perform only to the specific extent authorized in the Purchase Order that the Client Agency issues for a particular project. If during the course of Performing Contractors determine or recommend that the Performance be modified in any way, then Contractors shall notify the Client Agency of their recommendation in writing, including a cost estimate for the modification. Contractors shall not begin to do any such modification unless the Client Agency, in its sole discretion, consents in a writing delivered to the Contractor to make that modification part of the Performance and issues to the Contractors a new Purchase Order making that modification part of the Performance. In order for the new Purchase Order to be effective, the Client Agency must itemize in the Purchase Order the condition requiring the modification to the Performance and the resulting itemized changes in time, equipment and material costs. The Client Agency shall not consent to make the modification part of the Performance unless that modification comes within the scope of this Contract. Upon completion of Performance, if the actual cost is lower than the Contractor's original quote for the Performance, then the Client Agency shall pay the Contractors only the actual lower cost.

XVI. Bonding and Performance Requirements

Client Agencies shall require a payment bond for labor and materials and a performance bond if a project is estimated at or above \$100,000.00. The bonds must be given to the Client Agency prior to the issuance of a purchase order by the Client Agency.

The Client Agencies will release the bonds after successful completion of the Performance.

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- XVII.** Badging Requirements for the Department of Transportation, Bradley International Airport (the “Airport”).
- A. All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering the Airport or engaging in any part of the Performance.
- B. Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- C. The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- D. Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will Perform in any way.
- E. The duties of the Authorized Supervisor are to:
1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.

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3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
 4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
 5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
 6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- F. Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

**BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND
ACCEPTANCE OF DUTIES**

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.

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3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
 4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
 5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
 6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

_____	_____	_____
Company Name	Signature of Authorized Supervisor	Initials
_____	_____	
Company Mailing Address	Print Full Name	
_____	_____	
City, State, Zip	Title	
_____	_____	_____
Phone Number(s)	Fax No.	E-Mail Address

- G. Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee

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and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, Terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.

- H. The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.

XVIII. Department of Correction Requirements for Contractors who Perform at a Correctional Facility.

A. Facility Admittance

1. Contractors shall not allow any of its employees to enter any correctional facility or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the facility.
2. Contractor employees who seek admittance to a DOC facility must first undergo a background check to confirm their eligibility to be admitted into the DOC facility. Accordingly, Contractors shall obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC facility for the Performance. Information on the form includes the following:
 - a. Name
 - b. Date of Birth
 - c. Social Security Number
 - d. Driver's License Number

B. Official Working Rules

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Contractors shall adhere to the following Official Working Rules of the Department of Correction:

1. No verbal or personal contact with any inmates.
2. All Contractor employees shall work under the observation of an assigned correctional officer or supervisor who will check them in and out.
3. Equipment will be checked daily and, when not in use, locked in a secure place as the facility officials may direct.
4. Hacksaws, blades, and files will remain in the custody of the officer assigned, except when actually being used.
5. The correctional officials may refuse admittance to any workman for any cause the correctional officials deem to be sufficient.
6. In the event of any emergency, all outside workmen will be escorted outside the facility by the correctional official.
7. All questions pertaining to interruptions of service or to safety of the facility will be taken up with the appropriate correctional official.
8. Work at the facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. No work shall be carried on at the facility on any Saturday, Sunday or Holiday, unless there is an emergency requirement.
9. The Contractor shall insure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
10. The Contractor shall supply, to the Client Agency, a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the facility.

C. Rules and Regulations Concerning Department of Correction Facilities

At the time that Contractors and Contractor Parties seek to enter a Department of Correction ("DOC") facility, DOC staff will present to them a document setting forth the following rules and regulations and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the DOC facility and as evidence that they understand the penalties imposed for violation of these rules and regulations:

1. Restricted Areas

All persons except Correctional personnel employees, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, written permission must be granted by the

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supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

2. Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything to an inmate. Inmates are accountable to Correctional personnel only, no other person shall have any conversation or dealings with inmates without the approval of the Correction authorities.

3. Vehicle Control

Any persons entering upon the Correction grounds, shall remove the ignition keys and lock the vehicle when they leave it for any reason.

4. Contraband

Clothing or contraband shall not be brought into or onto the Correction facility's grounds or left in a vehicle. Contraband is defined in subsequent paragraphs and all persons are subject to these Department of Correction Facility Rules and Regulations concerning contraband when on the Correction facility's grounds.

The introduction or attempt to introduce into or upon the grounds of the Correction facility or the taking or attempt to take or send therefrom anything whatsoever without the knowledge of the Facility supervisor is prohibited.

Contraband may be defined as any article whatsoever which is unauthorized under the circumstances and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal) instruments and the like. Any questions which may arise regarding such matters should be promptly discussed with the Facility supervisor.

Failure or negligence in complying with these regulations will result in immediate disciplinary action and/or removal from the site.

D. "State Laws Governing Contraband"

1. P.A. 73-639 Section 16. Section 53a-174 of the 1971 noncumulative supplement of General Statutes, as amended by number 12 in lieu thereof:
 - a. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any corrections or humane

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institution or the grounds or buildings thereof, or to an inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate any controlled drug, as defined in Section #443, any intoxicating littering, and firearm, weapon, DANGEROUS INSTRUMENTS or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, for a Class D Felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.

The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

- b. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys within the enclosure to the outside of such institution any letter or other missive written or given by person confined therein, shall be guilty of a Class A misdemeanor. Penalty for a Class "All misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.
- c. Any person or visitor who enters or attempts to enter a Correctional Institution or facility by using a misleading or false name or title shall be guilty of a Class A misdemeanor.

- 2. Sec. 17 Section **53a-174a** of said supplement is repealed and the following is substituted in lieu thereof:

- a. A person is guilty of possession of a weapon or DANGEROUS INSTRUMENT in a Correctional Institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapons DANGEROUS INSTRUMENT, explosive, or any other substance or thing designed to kill, injure or disable.
- b. Possession of a weapon or DANGEROUS INSTRUMENT in a Correctional Institution is a Class "B" felony. Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.

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