

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Special Requirements

Contract items containing any combination of bolts, washers and nuts must be packaged in the same container. All wood posts must be bundled thirty (30) posts per bundle and banded with a minimum of three (3) bands. Notarized Certificate of Treatment and notarized Materials Certificate must accompany each order as such certificates are more fully described in FORM 816.

(b) Material Specifications

All material furnished under Contract must be in strict accordance with the Connecticut Department of Transportation's ("ConnDOT") "Standard Specifications for Roads, Bridges and Incidental Construction – Form 817" ("FORM 817") and the following standard numbers and miscellaneous sheets:

Standard numbers 217-B, 217-C, 217-D, 217-E, 910-A, 911-C, 911-D, HW-910_01, HW-910_02, HW-910_4, HW-910_05, HW-910_06, HW-910_07, HW-910_08, HW-910_09a, HW-910_10, HW-910_11, HW-910_12a, HW-910_12b, HW-910_12c, HW-910_12d, HW-910_13a, HW-910_14a, HW-910_14b, HW-910_15, HW-910_17, HW-910_18, HW-910_19a, HW-910_19b, HW-911_01, HW-911_02, HW-911_03, HW-911_05, HW-918_01a, HW-918_01b, HW-918_01c, and HW-822-01

And

Miscellaneous sheets 910, 910-C, 910-E, M, Q and O.

All of the standard drawings and detail sheets noted above are included in Exhibit A and shall be made part hereof this Contract.

(c) FORM 817

Copies of FORM 817 can be purchased from:

State of Connecticut, Department of Transportation
Manger of Contracts
PO Box 317546
Newington CT 06131-7546

The price is twenty dollars (\$20.00) each if the FORM 817 is mailed; sixteen dollars (\$16.00) if the FORM 817 is picked up. Checks shall be made out to: Treasurer – State of Connecticut.

Or

FORM 817 can also be viewed on the following website: www.ct.gov/dot/cwp/view.asp?a=3609&Q=430362.

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(d) Purchase Orders

When ConnDOT is the Client Agency, questions pertaining to purchase orders are to be directed to the Processing Unit at 860 594-2070.

(e) Warranty

All items supplied by Contractor must be warranted against defects in materials and/or workmanship. The warranty must provide the Client Agency with full replacement cost of the deficient item(s) and the cost of any labor, packing, shipping, etc. required to replace the defective item(s).

(f) Delivery

Contractor shall make all deliveries in the quantities and to the location specified on each purchase order.

When ConnDOT is the Client Agency, all routine deliveries must be made between 8:00 a.m. and 3:30 p.m., Monday through Friday. Primary delivery locations include, but are not limited to:

DOT 33	Waterbury	100 Chase River Road
DOT 36	Lisbon	486 River Road
DOT 38	Wethersfield	501 Goff Road
DOT 88	Rocky Hill	660 Brook Street
DOT 90	Milford	44 Banner Drive

Each delivery must be accompanied by a packing slip that references the purchase order number, identifies the item(s) and quantities being delivered and includes the Contractor's invoice number.

Contractor shall make routine deliveries of all items offered under Contract within thirty (30) days after receipt of Client Agency's order.

Contractor shall make deliveries on flatbed vehicles only with a minimum length of twelve feet (12'). Failure to comply may result in the refusal of delivery.

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(g) Invoices and Payments

When ConnDOT is the Client Agency, the Client Agency's Accounts Payable Unit shall issue payments through the Comptroller's Office. Payments and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860 594-2305.

All invoices must include:

1. Contractor F.E.I.N. or social security number,
2. Complete name and billing address,
3. Project number, if applicable,
4. Invoice number and date,
5. Purchase order number,
6. Itemized description of services and/or material supplies,
7. Adjustments, if applicable,
8. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable and
9. Work periods and traffic control prices must be itemized, if applicable.

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Price Schedule, Exhibit B, whether or not such a savings actually occurs.

(b) Mandatory Extension to State Entities

Contractor shall offer and extend Contract (including pricing, terms and conditions) to political subdivisions of the State (towns and municipalities), schools, and not-for-profit organizations.

(c) P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(2) of Contract, purchases may be made using the State of Connecticut Purchasing Card ("MasterCard") in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

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Contractor shall be equipped to receive orders issued by Client Agency using the MasterCard. Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to Client Agency or the rendering of Services.

Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(d) E-Commerce (Electronic Commerce)

During the term of Contract, Contractor may receive purchase orders from Client Agency through the State's internet-based E-Procurement financial system known as the Core-CT system. When and if Client Agency so requests, Contractor shall provide electronic invoices to be loaded into the Core-CT system.

Contractor shall, within fifteen (15) days of receiving a request from DAS, provide DAS with functional data files for Client Agency ordering purposes that include specific formats for deliverables and pricing information, as determined by DAS and detailed in the Core-CT Supplier Kit found at: www.das.ct.gov/supplierkitcorect.

Contractor shall include in its functional data files, or catalogs, or both, the most current pricing for the most current deliverables. Contractor shall provide price adjustments for the functional data files, or catalogs, or both, at any time that it requests a price adjustment in accordance with Section 4, "Pricing" of the Contract (to the extent price adjustments are permitted by Section 4). Subject to the terms and conditions of Section 4, DAS will not approve a price adjustment prior to receiving, approving and loading the functional data files, or catalogs, or both, into Core-CT.

(e) Subcontractors

DAS must approve any and all subcontractors utilized by Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by Contractor to DAS upon request. Contractor must provide the majority of services described in the specifications.

(f) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to

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those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

(g) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“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.
- (B) 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 must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least ten (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:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Driver's License Number
 - 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.

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- (I) 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. Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) Contractor shall supply to DOC 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.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules 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 Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) 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 from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

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Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any 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 21a-240, any intoxicating liquors, any 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, shall be guilty of a class D felony. [Penalty 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.
2. 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 from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class “A” misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. 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.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

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1. 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, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 2. 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.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.
- (h) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)**
- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
 - (2) 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 Contract. Persons with felony convictions will be evaluated on an individual basis. Client Agency may, at any time during the term of Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. Contractor shall comply with all such modifications.
 - (3) 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 Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.

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- (4) Client Agency shall deliver to 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.
- (5) The duties of the Authorized Supervisor are to:
- (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) 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);
 - (D) 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 ;
 - (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under Contract;
 - (F) 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.
- (6) 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:

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- (7) Contractors shall pay Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse Client Agency, no later than thirty (30) days after receiving an invoice from Client Agency, for any applicable federal or state amounts, penalties or both for which Client Agency may be held responsible resulting from 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 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 Client Agency timely, Client Agency may, in its sole discretion, demand, and Contractors shall, return all of the security badges for all of Contractors' employees. Consequently, DAS shall, at Client Agency's request, terminate the Contract as to those Contractors. DAS and Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) 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 Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.