

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES AND
ADDITIONAL TERMS AND CONDITIONS FOR MATERIAL TESTING SERVICES

1. DESCRIPTION OF GOODS AND SERVICES:

a. Definitions - Unless otherwise indicated, the following analytical methods for construction materials testing terms have the following corresponding definitions:

1. ASTM: ASTM International (formerly the American Society of Testing and Materials)
2. AASHTO: American Association of State Highway and Transportation Officials
3. ACI: American Concrete Institute
4. ANSI: American National Standards Institute
5. AISI: American Iron and Steel Institute
6. SSI: Statement of Special Inspection
7. NAVLAP: National Voluntary Laboratory Accreditation Program
8. PMWeb: Client Agency Software Management System
9. Architect or Engineer: With respect to each construction project, a sole proprietor, partnership, firm, corporation or other business organization commissioned to prepare contract drawings and specifications, to advise and in certain cases, to perform regular inspections during construction.

b. Material testing services include all services as defined in Exhibit B. Tests not specifically described in Exhibit B may be requested by Contractor or Client Agency and shall be approved in writing by the Client Agency at a cost to be negotiated by both parties.

c. Contractor shall supply all technical personnel, labor, materials, machinery, tools, all necessary labels, sample containers, equipment, and services, including travel and transportation expenses for all Services Performed.

d. Analytical Methods

Contractor shall utilize the analytical methods specified in Exhibit B or, in the case of a superseded analytical method, the latest approved method. If an additional analytical method is required in the judgment of the Contractor or the Contractor suggests an alternate analytical method not specified in the Contract, Contractor shall seek written Client Agency approval of the use of such methods prior to their use.

All work Performed is subject to review and approval by the Client Agency. Should State or Federal requirements change during the term of the Contract, it is the responsibility of the Contractor to identify new standards and seek written approval of Client Agency for their use.

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e. Laboratory and Reporting Deadlines

Contractors shall provide analytical reports, including material testing quality assurance and quality control within five (5) working days from the date of sample collection. The five (5) day turnaround requires delivery of complete analytical reports to the Client Agency, as defined in Section f. For each material testing, liquidated damages may be assessed by the Client Agency consisting of up to ten percent (10%) of the analytical fee associated with the applicable testing for each calendar day that turnaround times are exceeded.

Reports may be delivered in hard copy or electronic format as directed by the Client Agency. Upon delivery, reports must be stamped by a CT Registered Professional Engineer employed by the Contractor.

f. Deliverables and Reports

Contractor shall provide the following information with each project testing report requested by the Client Agency:

1. Project Name
2. Project Number
3. Project Location
4. Sample Description
5. Sample Results
6. Date Sample Collected
7. Date Tested
8. Date Sample Analyzed
9. Analytical Summary of Testing

g. Hours of Availability

1. Regular working hours are 7:00 am through 3:30 pm, Monday through Friday.
2. Non-regular working hours are hours after regular working hours and weekends.
3. Holidays are defined as State of Connecticut recognized holidays.

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h. Hourly Rates

1. Non-regular hours will be paid for at the rates set forth in Exhibit B.
 2. The hourly rate is net pricing which includes all overhead, profit, and travel expenses. Hours billed must be for work done on-site only. Travel time is not billable.
 3. The hourly rate for holiday hours may be charged at 1.5 times the hourly rate for regular and non-regular working hours. Holiday hours are only authorized with prior written approval from the Client Agency.
 4. Multiple charges for concurrent tests and inspections by the same technician are not allowed. Concurrent tests and inspections performed during the same visit by the same technician at a project site will be charged at the test/inspection with the higher rate.
- i.** An updated list of technical personnel who may provide Services must be provided to the Client Agency on the anniversary date of the Effective Date. Contractor shall retain all applicable and required certifications (including but not limited to NAVLAP certification) during the entire Contract term., Should Contractor certifications lapse, Contractor shall be barred from further materials testing immediately until such time that the necessary certifications are renewed. Should any certification expire and not be renewed within thirty (30) days of such expiration, a breach of Contract may be declared by Client Agency. If certification is revoked for any reason Contractor shall notify Client Agency immediately. Any revocation constitutes a breach of Contract.
- j.** For DAS, Division of Construction Services projects, the Contractor(s) will be required to upload testing and inspection reports through the Client Agency PMWeb online project management system. All reports and invoices will be processed through the PMWeb system. One PMWeb license will be provided to Contractor. The Client Agency will hold a mandatory PMWeb training session for Contractor promptly following the Effective Date.
- k.** Contractor shall send a representative at no cost to the Client Agency to each project pre-construction conference which may result in materials testing.
- l.** Cancellation fees, when inspection services have been cancelled by the Client Agency with less than 24-hour notice and the Contractor has traveled to the project site, are limited to reasonable travel costs from the previous construction site, visited by the Contractor or Contractor's home office (as applicable), to the Client Agency's construction site and may be approved by the Client Agency in their sole discretion.
- m.** Contractor shall notify the Client Agency of any potential project issues or problems. The Client Agency shall determine and implement necessary corrective action.

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- n. Contractor shall provide a list of all technical personnel including the associated certifications, years of experience per material tests and expiration date of each certification. An updated list of technical personnel who may provide Services must be provided to the Client Agency on the anniversary date of the Effective Date.
- o. Contractor proposing to perform concrete and reinforcing steel inspections and tests shall be certified by the American Concrete Institute. For reinforcing steel inspections, an alternative, but equal certification may be approved by the Client Agency and the Client Agency Architect or Engineer at their discretion and prior to bid submission. Contractor shall retain all applicable and required certifications during the entire Contract term. Should Contractor certifications lapse, Contractor shall be barred from further materials testing immediately until such time that the necessary certifications are renewed. Should any certification expire and not be renewed within thirty (30) days of such expiration, a breach of contract may be declared by Client Agency. If certification is revoked for any reason Contractor shall notify Client Agency immediately. Any revocation constitutes a breach of Contract.
- p. Contractor shall be certified by the NAVLAP. If their certification expires Contractor shall be barred from further materials testing immediately until such time that the necessary certifications are renewed. Should any certification expire and not be renewed within thirty (30) days of such expiration, a breach of contract may be declared by Client Agency

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the 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 Exhibit B, whether or not such a savings actually occurs.

(b) Mandatory Extension to State Entities

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

(c) Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the 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 the Contractor to DAS upon request. Contractor must provide the majority of services described in the specifications.

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(d) 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 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.