

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

A. Equipment Requirements

1. Contractor shall provide equipment and operators, as indicated in Exhibit B for roadway construction to Client Agency as directed by the Client Agency.
 - 1.1 Contractor may charge different prices for provision of services or equipment or both to different Client Agency districts as indicated in Exhibit B.
 - 1.2 The geographical limits of each district are outlined in Exhibit D attached to this Contract.
2. Contractor shall provide all equipment and employ operators to operate the equipment rented by the Client Agency.
3. Contractor's equipment operators shall operate the designated equipment safely and proficiently.
4. Contractor shall provide tools and any equipment needed to maintain and repair the equipment, all supplies necessary for the operation of the equipment and all labor necessary to perform the work required by the Client Agency.
 - 4.1 Tools are any materials needed to maintain or repair the equipment.
 - 4.2 Supplies are any materials utilized by the equipment for the Contractor to perform the work.
5. Contractor shall provide for the delivery of equipment and personnel to and from work locations as directed by the Client Agency at no additional cost to the Client Agency above the rates included in Exhibit B.

B. Work Schedule

1. Rental rates are based on the Client Agency's seven and one half (7 1/2) hour normal work day, consisting of work between 8:00 a.m. to 12:00 NOON; 12:30 p.m. to 4:00 p.m. or such other seven and one half (7 1/2) hour work day schedule as designated in writing by the Client Agency.
2. If Client Agency operations require rental of equipment and operators in excess of seven and one half (7 1/2) hours in any one (1) day, Contractor will be paid for additional hours at the applicable hourly rate described in Exhibit B as applicable.

Example:

Contractor's hourly rate is \$100.00 and works a full (7 1/2) hour work day. The Contractor shall be paid \$750.00. If Contractor works 8.25 hours at a \$100.00 hourly rate the Contractor will be paid \$825.00.

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3. Contractor shall be available, upon acceptance of an assignment, to start work when requested by the Client Agency (normally within five (5) working days of acceptance).
4. Client Agency work day schedules may fluctuate by season.

C. Equipment Inspection

1. Client Agency may require Contractor to provide a manufacturer's product specification sheet for equipment.
2. Contractor shall maintain all equipment in good, safe operating condition at all times and shall make equipment available for inspection by Client Agency representatives at any time during the term of this Contract.
3. Client Agency will not allow performance of work under the Contract by any Contractor whose equipment is unavailable for inspection or whose equipment upon arrival at the work location is determined by the Client Agency to be unable to perform the specified work.
4. Contractor shall arrive at the work location fully equipped and supplied, ready to work the hours designated by the Client Agency.

D. Contractor Performance with Non-Standard Crews

1. Client Agency may allow Contractor to Perform without a standard crew. Written consent of the Client Agency will be required for Contractor to perform work with a non-standard crew. If Contractor Performs with a non-standard operating crew, Client Agency may adjust its payment to reflect the proportion of the actual crew size provided by Contractor against the standard crew size.

Example:

The specified standard crew is five (5) people. The Contractor supplies four (4) people and is subject to a 20% reduction of its hourly rate for each hour worked with the non-standard crew.

E. Extenuating Circumstances

1. Contractor shall not charge Client Agency for any time lost as a result of delays caused by equipment failure.
2. Contractor shall not charge Client Agency when work cannot be Performed due to adverse weather conditions as determined by Client Agency, provided that Contractor has been given a minimum three (3) hour notice of Client Agency work cancellations. If Client Agency and Contractor agree that a minimum three (3) hour notice was not given by Client Agency to Contractor, or if Contractor has already started work, and Client Agency cancels work prior to noon, Contractor will be paid for four (4) hours at the applicable rate.

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F. Safety Equipment

Contractor shall maintain and utilize all safety equipment as required by any applicable law, regulation or best practice. Contractor shall supply all of its employees while performing work under this Contract with any personal protective equipment required by State and Federal Occupational Safety and Health Administration (OSHA) standards and regulations.

G. OSHA Standards

Contractors shall comply with the then current Connecticut Occupational Safety and Health Standards (OSHA), Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

H. Pricing

1. Contractor shall provide net hourly pricing, to include but not limited to, equipment rental, operating costs, operator(s), tools and supplies as defined in Section A.4 of this Contract, required to complete performance of work under this Contract.
2. Contractor shall not charge Client Agency for equipment or personnel travel time to and from the job site, mobilization or demobilization expenses or the on-site set up or tear down of equipment necessary to begin or cease operations. These costs must be part of the hourly rate as Client Agency will pay nothing more than the hourly rate for Contractor's performance under this Contract.

I. Purchase Orders

1. Questions concerning purchase orders for ConnDOT are to be directed to the Processing Unit at 860-594-2070.

J. Invoices and Payments

1. ConnDOT's Accounts Payable Unit ("Accounts Payable") will issue payments through the Comptroller Office.
2. ConnDOT payment and invoicing inquiries must be directed to Accounts Payable at 860-594-2305.
3. All invoices must include:
 - a. Contractor F.E.I.N. or Social Security number.
 - b. Complete Contractor name and billing address.
 - c. Project number, if applicable.
 - d. Invoice number and date.
 - e. Purchase order number.
 - f. Itemized description of services or material supplied or both.
 - g. Adjustments, if applicable.

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- h. Quantity, unit, unit price, and extended amount.
 - i. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
 - j. Work periods and traffic control prices must be itemized.
4. For prompt payment processing of ConnDOT invoices, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Attn: Accounts Payable SW1A
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

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

K. Form 817

- 1. FORM 817 is the State of Connecticut, Department of Transportation's "Standard Specifications for Roads, Bridges and Incidental Construction." Contractor shall Perform in accordance with FORM 817 including all supplements and other applicable standards. Copies of FORM 817 may be purchased from the Connecticut Department of Transportation, Manager of Contracts, P.O. Box 317546, 2800 Berlin Turnpike, Newington CT. 06131-7546.
- 2. The price for FORM 817 is twenty dollars (\$20.00) if the FORM 817 is mailed and sixteen dollars (\$16.00) if the FORM 817 is picked up. Checks are to be made payable to: Treasurer State of Connecticut.
- 3. FORM 817 may also be downloaded at:
<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>

L. Description of Equipment and Services

- 1. Truck Mounted Self-Contained Post Driver with Drill/Auger with Operators
Truck Mounted Self-Contained Post Driver, Drill/Auger operated by Contractor including driver.
- 2. Backhoe with Front Loader – 4 Wheel Drive Tractor Combination with Operator
The equipment shall be operated by Contractor. Operating weight (14,000lbs-28,000lbs), Rated Front Loader Bucket Capacity Minimum - 1 C.Y. Must come with regular Backhoe Bucket 24"-36" and a Trenching Bucket 12"-18". Unit must be transported to and from job site on flatbed.

2-A. Attachments

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- Hydraulic hammer attachment must be compatible with the rented equipment.
Auger attachment must be compatible with the rented equipment.
3. Gradall with Operator
Equipped with 5 ft. Ditch Cleaning Bucket; Rubber wheeled vehicle capable of traveling over roads at normal highway speeds; Trenching bucket 24" or 36" operated by Contractor.
- 3-A. Extension Attachment
Gradall arm extension
4. Small Excavator – Off Road Track/Crawler Combination with Operator
Small Excavator with off road track/crawler combination with operator. Operating weight (24,000lbs-40,000lbs)
- 4-A. Attachments
Hydraulic hammer attachment must be compatible with the rented equipment.
Auger attachment must be compatible with the rented equipment.
5. Medium Excavator – Off Road Track/Crawler Combination with Operator
Medium Excavator with off road track/crawler combination with operator. Operating weight (41,000lbs-85,000lbs)
- 5-A. Attachments
Hydraulic hammer attachment must be compatible with the rented equipment.
6. Large Excavator – Off Road Track/Crawler Combination with Operator
Large Excavator with off road track/crawler combination with operator. Operating weight (86,000lbs-190,000lbs)
- 6-A. Attachments
Hydraulic hammer attachment must be compatible with the rented equipment.
7. Excavator – 4 Wheeled Combination with Operator
The equipment shall be operated by Contractor. Operating weight (17,000lbs-45,000lbs), Rated Bucket Capacity Minimum – 1/2 C.Y. Min bucket width 24"-36" and a Ditch Digging Bucket Min. 48". Unit must be transported to and from job site on flatbed.
- 7-A. Attachments
Hydraulic hammer attachment must be compatible with the rented equipment.
Auger attachment must be compatible with the rented equipment.
8. Pipe/Catch Basin/Manhole Cleaning Unit with Operator
Truck mounted cleaning unit will be made up of a self-contained piece of machinery consisting of a vacuum and a pipe cleaner that must be a high pressure water jet machine with minimum pressure of 2,000 PSI and 500 ft. of high pressure hose with jet type cleaning nozzle/cutters and a tank capable of holding a minimum of 1,500 gals of water. The Contractor is required to report to the Client Agency with a full tank of water ready for work on a daily basis.

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Subsequent refills will be supplied by the Contractor by supplying a tanker water truck or preplanning refills at a nearby approved location from the local water company with a water meter supplied by the vendor. The refills must be expedited in a timely manner. The Pipe/Catch basin/Manhole cleaner must have self-unloading tank and debris box capable of holding minimum of 12 C.Y. with a pumping capability from minimum depths of 100 ft. and horizontally 100 ft. to be outfitted with all incidental tools needed to perform the operation and Operated by Contractor.

- 8-A. Catch Basin Vacuum Cleaning Unit with Operator
Truck mounted vacuum type unit Operated by Contractor; 5-10 C.Y. capacity; 11-15 C.Y. capacity.
9. Street Sweeper/Broom – Mobile Front or Side Unloading Hopper with Operator
(MIN- 3 yard capacity)
Truck mounted sweeper must contain a water tank and be able to travel over the road under its own power. The sweeper must be capable of collecting any type of material, from light urban waste and gravel to heavier waste. This mechanical, or broom sweeper, utilizes a main broom for picking up debris which is then sent to a conveyor and ultimately lands in a debris body, or hopper which in turn must be able to be unloaded from the front or side. This equipment will be operated by the Contractor.
10. Small and Medium Duty Bulldozer
The equipment shall be operated by Contractor. Operating weight (15,000lbs-37,000lbs). Minimum blade width 8ft. Unit must be transported to and from job site on flatbed.
11. Crane: Track/Crawler Mounted or Pneumatic Tired with Operator
Telescoping or non-telescoping boom 30ft – 100ft equipped with a hook; Operated by Contractor; Track Mounted or pneumatic tired unit. Tracked unit must be brought to work site on flatbed trailer. This equipment will be operated by the Contractor.
- 11-A. Crane Unit with Attachment:
Clamshell (min. 3/8 C.Y. – max. 1 C.Y.) Capacity
12. Front End Loader
The equipment shall be operated by Contractor. Operating weight (20,000lbs-37,000lbs). Rated Front Loader Bucket Capacity (min 2 C.Y. – max 6.5 C.Y.) Unit must be transported to and from job site on flatbed.
14. Skid Steer Front End Loader
This equipment is a small/medium duty, rigid-frame, engine-powered machine with lift arms used to attach a wide variety of labor-saving tools or attachments. Operating weight (5000lbs-12000lbs). Min. bucket width 56-62in, Horsepower min 50hp – maximum 100hp. Unit must be transported to and from job site on flatbed or trailer. This equipment will be operated by the Contractor.
- 13-A. Skid Steer Front End Loader with Backhoe Attachment on Tracks
This equipment is a medium duty, rigid-frame, engine-powered machine with lift arms used to

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attach a backhoe attachment. Operating weight (5000lbs-12000lbs). Minimum bucket width 18-24in, Horsepower min. 50hp – max. 100hp. Unit must be transported to and from job site on flatbed or trailer. This equipment will be operated by the Contractor.

13-B. Skid Steer Front End Loader Attachment

Attachment must be compatible with the rented equipment.

14. Drainage Installation Unit Type I: (Including Excavation Box)

This Unit will be used for the excavation, installation and construction of drainage structures and the laying of pipe. This unit will also be used to backfill and restore areas for drainage improvements. All equipment provided will be operated by Contractor. Drainage pipe to be installed by this unit not to exceed 24" RCP (Reinforced Concrete Pipe), 48" CMP (Corrugated Metal Pipe) and 48" (Corrugated Polyethylene Pipe). Construction materials will be furnished by State. Equipment needed:

- 14.1. One (1/2 - 1) C.Y. Loader bucket rubber tired backhoe/loader and operator with (12"-36") varying backhoe bucket widths.
- 14.2. One 5-8 C.Y. capacity dump truck with working driver.
- 14.3. One (1) portable min. 2 C.F. capacity concrete/cement mixer.
- 14.4. One (1) portable air compressor 150-250 CFM @ 100 lbs., including two (2) pavement breakers/jackhammers with asphalt cutter, steelrock drill, two (2) 3" chisels and four (4) 50 ft. sections of air hose.
- 14.5. One (1) gasoline or diesel powered hand compactor, one (1) asphalt cutter pizza type, one (1) gasoline powered cut off saw, three (3) additional workmen one of which must be a mason. All hand tools, rated slings and pins needed to complete assigned work.

Excavation Boxes:

Contractor shall furnish and utilize trench, manhole and catch basin excavation boxes in accordance with prevailing Conn. OSHA Standards. Backhoe must have sufficient lift capacity to safely lift, lower, or relocate the boxes as required.

14-A. Additional 5-8 C.Y. Capacity Dump Truck with Working Driver

Additional truck with working driver to supplement assigned work.

14-B. Additional Concrete Saw

Additional concrete saw to supplement assigned work.

15. Drainage Installation Unit Type II: (Including Excavation Box)

This Unit will be used for the excavation, installation and construction of drainage structures and the laying of pipe. This unit will also be used to backfill and restore areas for drainage improvements. All equipment provided will be operated by Contractor. Drainage pipe to be installed by this unit not to exceed 48" RCP (Reinforced Concrete Pipe), 60" CMP (Corrugated

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Metal Pipe) and 60" (Corrugated Polyethylene Pipe). Construction materials will be furnished by State. Equipment needed:

- 15.1. One (1 - 2) C.Y. Loader bucket rubber tired backhoe/loader and operator with (12"-36") varying backhoe bucket widths.
 - 15.2. One 5-8 C.Y. capacity dump truck with working driver.
 - 15.3. One (1) portable min. 2 C.F. capacity concrete/cement mixer.
 - 15.4. One (1) portable air compressor 150-250 CFM @ 100 lbs., including two (2) pavement breakers/jackhammers with asphalt cutter, steel rock drill, two (2) 3" chisels and four (4) 50 ft. sections of air hose.
 - 15.5. One (1) gasoline or diesel powered hand compactor, one (1) asphalt cutter pizza type, one (1) gasoline powered cut off saw, three (3) additional workmen one of which must be a mason. All hand tools, rated slings and pins needed to complete assigned work.
 - 15.6. Excavation Boxes:
Contractor shall furnish and utilize trench, manhole and catch basin excavation boxes in accordance with prevailing Conn. OSHA Standards. Backhoe must have sufficient lift capacity to safely lift, lower, or relocate the boxes as required.
- 15-A. Additional 5-8 C.Y. Capacity Dump Truck with Working Driver
Additional truck with working driver to supplement assigned work.
- 15-B. Additional Concrete Saw
Additional concrete saw to supplement assigned work.
16. Motor Grader – Tandem Axle Medium duty (over 24,000 lbs. operating weight)
This equipment is considered to be medium duty. Min. 12ft. Blade; Min. 130hp; Tandem Axle. Equipment provided will be operated by Contractor and unit must be transported to and from job site on flatbed or trailer.
17. Saw – Earth/Rock
Saw to cut minimum depth of 24" and minimum width 4". Replacement teeth to be included in price. To be self-propelled, wheeled or tracked, diesel powered min. 40hp and operated by Contractor.
18. Screening Plant with Loader
Portable, dry, furnished with necessary screens and pay loader to be of suitable size or compatibility to maintain production. Operated by Contractor
19. Roadway Miller
Cutting range from 3" to 24 inches, capable of milling Portland cement concrete or asphalt

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concrete pavement. Equipped with extra set of cutting teeth and necessary tools and equipment to perform field adjustments or repairs. Contractor to furnish water and tanker as determined by the Client Agency, an equipment operator and ground worker (laborer). Unit must be transported to and from job site on flatbed or trailer. Equipment to be operated by Contractor.

20. Power Paving Box

Standard Paving Width: 8 to 15 ½ ft.

Max Paving Speed with Tamper Bar Screed... 82 ft./min.

Max Paving Speed with Vibratory Screed... 200 ft./min.

Truck Dump Height... 21 inches.

Hopper Capacity..... 219 cu. ft.

Truck Entry Width...10½ ft.

Minimum Paving Width..... 6ft.

Maximum Paving Width.....20 ft.

Equipment to be operated by Contractor.

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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 (which includes 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 the 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.

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

The 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) Subcontractors

No subcontracting is allowed under this Contract.

(e) Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this 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

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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.

(f) Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

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

Contractor shall adhere to established security or property entrance policies and procedures or both 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.

(h) 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 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. Contractors shall obtain from the DOC a form for each 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:

1. Name
2. Date of Birth
3. Social Security Number

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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) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must 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 being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason 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.
- (I) Work at the Facility must be Performed 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. The 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) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The 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 Performance.

(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 shall 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

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personnel shall 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 Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will 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.

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

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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:
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.