

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. Description of Goods and Services

Contractor shall supply bituminous concrete materials for pickup by Client Agency or for delivery to sites specified in the Client Agency's purchase order. Upon delivery of the bituminous concrete material, Contractor shall supply all required equipment, operators and labor necessary to on-load and off-load the bituminous concrete material. Contractor shall provide all labor, equipment, fuel for such equipment, equipment maintenance and equipment repair. Contractor shall notify the appropriate Client Agency district maintenance director forty-eight (48) hours prior to all bituminous concrete material deliveries to designated sites specified by the Client Agency.

2. FORM 817, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction (Standards)

Reference is made in this Contract to ConnDOT's FORM 817, "**Standard Specifications for Roads, Bridges, Facilities and Incidental Construction**", as amended (the "**Standards**"). Contractor's Performance under this Contract shall be in accordance with the Standards including all supplements and other applicable standards. The applicable portions of the Standards are incorporated herein and any terms capitalized but not defined in this Exhibit A have the meanings ascribed to them in the Standards.

The Standards are located at the below link:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>

3. Definitions

Department is defined in the most recent version of the Standards: State of Connecticut Department of Transportation.

Engineer is defined in the most recent version of the Standards: The Commissioner or Deputy Transportation Commissioner, acting directly or through a duly authorized representative.

Inspector is defined in the most recent version of the Standards: A duly authorized representative of the Engineer, assigned to make inspections of the work performed and materials supplied by the Contractor.

Laboratory is defined in the most recent version of the Standards: The official testing laboratory of the Department, unless the Department designates another laboratory to provide services in connection with the Project.

Project is defined in the most recent version of the Standards: All work included under one Department Contract, notwithstanding the occasional use by the Department of multiple project numbers, for the work included within one Contract.

4. Material Specifications

- **Hot Mixed Asphalt (HMA) (S0.25, S0.375, S0.5, S1.0 and Curb Mix):**

The following Hot Mixed Asphalt (HMA) (S0.25, S0.375, S0.5, S1.0 and Curb Mix) mixes must conform to the specifications of Bituminous Concrete Section 4.06 and Section M.04 (Attachment 1-

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Bituminous Concrete Standards) of the FORM 817 Standards with the exception of all references to placement and compaction. All materials must be tested and approved by the Client Agency's Division of Materials Testing. Material control must conform to Section 1.06 of the Standards.

- **Cold Patch Method - Class 5, 5A, 5B:**

Requirements: This material must be capable of being stockpiled and workable at all times. A non-stripping agent approved by the Engineer shall be used in accordance with manufacturer's recommendations.

Class 5 material is without fibers.

Class 5A material must have 3/8 to 1/2 inch (9.5 to 12.5 millimeters) polypropylene fibers added at a minimum rate of 6 pounds per ton (3 kilograms per metric ton) of mixture.

Class 5B mixture must have 1/4 inch (6.3 millimeters) polyester fibers added at the minimum rate of 2 1/2 pounds per ton (1.25 kilograms per metric ton) of mixture.

Basis of Acceptance: The Contractor shall submit to the Engineer a materials certificate for the material. The aggregates, fibers and binder (MC-250) must meet the requirements as specified in this Exhibit A. The use of recycled material is not permitted with this class of Bituminous concrete.

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Ranges for Bituminous Concrete Cold Patch Mixtures					JMF Tolerance
Types		5 (a)	5A (a)	5B (a)	± Percent
Grade of PG binder		MC-250 (b)	MC-250 (b)	MC-250 (b)	
content %		6.0 - 7.5	6.0 - 7.5 (c)	6.0 - 7.5 (d)	0.4
Sieve Size					
#200	75 m m	0 - 2.5	0 - 2.5	0 - 2.5	2
#50	300 m m				4
#30	600 m m	2-15	2-15	2-15	5
#8	2.36 mm	10-45	10-45	10-45	6
#4	4.75 mm	40 - 100	40 - 100	40 - 100	7
¼"	6.3 mm				
	9.5 mm	100	100	100	8
	12.5 mm				8
¾"	19.0 mm				8
1"	25.0 mm				
2"	50.0 mm				
Additionally, the fraction of material retained between any two consecutive sieves must not be less than 4%.					
Material Temperature					
° F (° C)	140 – 185 (60 – 85)				
Aggregate ° F (° C)	100 – 175 (38 – 79)				
Mixtures ° F (° C)	120 – 175 (49 – 79)				± 25 ° F (± 12 ° C)

- (a) To help prevent stripping, the mixed material must be stockpiled on a paved surface and at a height not greater than four (4 feet)(1.2 meters)) during the first forty-eight (48 hours).
- (b) Contains an approved non-stripping compound as stated in Form 817.
- (c) Polypropylene Fibers - 3/8 - 1/2 inch (9.5 mm - 12.5 mm), added to the mix at a minimum rate of 6 pounds per ton (3 kilograms per metric ton). Fibers must be pre-approved by the Client Agency.
- (d) Polyester Fibers - 1/4 inch (6.3 mm) added to the mix at a minimum rate of 2 1/2 lbs. per ton (1.25 kg per metric ton). Fibers must be pre-approved by the Client Agency.

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- **EZ Street Cold Asphalt, GreenPatch and Quality Pavement Repair (QPR):**

EZ Street Cold Asphalt, GreenPatch and Quality Pavement Repair (QPR) are preapproved Bituminous Concrete Patching Materials (Cold Applied) under Section 22a-174-20 of the Regulation of Environmental Protection and the products are listed on page 13 of the departments Qualified Products List (QPL).

http://www.ct.gov/dot/lib/dot/documents/dresearch/conndot_qpl.pdf

5. Bituminous Concrete Material Requirements:

The following factors will be considered during the contractor selection process for the purchase of bituminous concrete materials: the distance from Contractor's plant to the related Project, general transportation considerations, placement considerations, truck capacities and contract prices. Client Agency district maintenance personnel shall determine the source of supply that best meets the needs of the Client Agency.

In placing purchase orders for bituminous concrete material to be delivered, the Client Agency reserves the right to request load sizes be based on minimum truckload.

Contractor shall be responsible for payment of all tolls and other fees associated with the delivery and pick up of bituminous concrete material.

Client Agency shall request delivery of bituminous concrete materials and provide Contractor with a schedule of deliveries. The last daily delivery to a job or Project must be no later than two (2) hours before the end of the Client Agency's scheduled work day.

If the unloading of a Contractor's truck is delayed due to the Client Agency action, delay time in excess of one half (½) hour shall be paid by Client Agency at the rate of fifteen dollars (\$15.00) per quarter (¼) hour of delay. If Contractor fails to stay on schedule, including, but not limited, to equipment breakdowns and the delay is more than one half (½) hour, a charge may be imposed on Contractor to cover any additional costs incurred by the Client Agency for idle equipment, labor or other charges that may be incurred as the result of a delay.

If Contractor is providing bituminous concrete material from another company's plant, Contractor shall provide the Standard Quality Control Plan (QCP) for Production in the M.04.03 Production Requirement (as such terms are defined in the Standards) from the plant of origin and include a written statement regarding the availability of bituminous concrete materials for use on the assigned Project. The certification must also include total quantities available during the Contract term and the quantities available per day.

Contractor shall state the amount of bituminous concrete material that is available per day on a delivered basis. Material will not be accepted by Client Agency from any plant until the mix design data has been submitted by the producer and approved by Engineer. The source and location of all bituminous concrete materials must be included with the mix design data.

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Contractor shall notify the Client Agency's Division of Materials Testing at least forty-eight (48) hours before production and stockpiling of cold patch (Class 5, 5A, or 5B) in order for the liquid material to be sampled and tested. Upon approval of the liquid material, Contractor shall notify the Client Agency's Division of Materials Testing of the intent to produce and stockpile such material.

Contractor shall pay for all permits and fees, provide all notices and comply with all laws, ordinances, rules and regulations of the State of Connecticut, city/town in which the delivery is to be made. When applicable, Contractor shall also conform to the Commercial Vehicle Registration requirements as specified in the Connecticut General Statute § 14-12a.

6. Contractor Selection

Contractor shall specify the materials plant(s) of origin and is responsible for notifying the Client Agency's district maintenance personnel in advance of the production schedule. The Client Agency shall arrange for proper test coverage of the identified plants only and shall not accept bituminous concrete materials from any other plant. When providing "delivered" bituminous concrete material, the delivery slip must identify the bituminous concrete materials plant of origin.

7. Delivery Requirements

After issuance of a purchase order, bituminous concrete material is to be delivered within fifteen (15) days or at a date as set by the Client Agency in the applicable purchase order. Contractor shall submit a materials certificate prior to delivery of Class 5A and 5B "cold patch" material.

The actual tonnage delivered per day will be based on the amount requested by the Client Agency's district maintenance personnel and consistent with the availability of bituminous concrete material from supplier. Quantity delivered must equal at least ninety percent (90%) of the tonnage requested by the Client Agency's district maintenance personnel up to one thousand (1,000) tons per day.

8. Adjustments

When Contractor is notified by the Client Agency that test samples from Contractor's plant on any class of bituminous concrete materials offered does not meet specifications, Contractor shall not make further deliveries of such bituminous concrete materials until Client Agency test samples have satisfactorily passed testing performed by the Client Agency's Division of Materials Testing. Client Agency shall not provide payment for unauthorized bituminous concrete material or bituminous concrete material provided which does not comply with the Standards and applicable specifications.

Bituminous concrete materials not meeting specifications, but allowed to remain in place by Client Agency (material that has been located within the roadway and compacted), will be paid for at an adjusted rate as described in Section 4.06 of Attachment 1- Bituminous Concrete Standards.

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9. Geographic Locations

The geographic limits of each Section are outlined on Maintenance Section map set forth as Attachment 2- DOT Maintenance Section Map.

10. Invoices and Payments:

When ConnDOT is the Client Agency, payment and invoicing inquiries must be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N.
2. Complete Contractor 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 supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable
2800 Berlin Turnpike
Newington, CT 06111

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

11. 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

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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

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.

(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

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Conn. Gen. Stat. Sec. 31-53(a), 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.

(f) 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.

(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 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
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.

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- (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 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

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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 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.

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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.