

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

I. TECHNICAL SPECIFICATIONS

1. Rubber tired crane with 36 inch capacity grapple saw and rubber tired whole tree chipper, operated by Contractor.
 - a. The Contractor shall provide and operate a rubber-tired crane with a 36" capacity grapple saw and a rubber-tired whole tree chipper for the removal and chipping of mature trees along roadsides.
 - b. This operation will require tree cutting and chipping with the distribution of chips along the roadsides or cutting, chipping and removal of chips.
 - c. The Client Agency shall furnish all traffic control, which will include providing all necessary signs, barricades, flaggers and safety vehicles to protect the operation and the motoring public in accordance with the established signing patterns.
 - d. Contractor shall provide and operate a minimum 26 ton rubber tired crane that is DOT approved for driving operation and capable of traveling at a minimum speed of 45 miles per hour on all Connecticut highways.
 - e. The crane must be utilized for removal of mature roadside trees, and as needed for off road tree removal in open or highly-compacted areas.
 - f. The crane must have three (3) axles with crab steering, a minimum telescopic boom height of 75 feet, a minimum side reach of 70 feet. Minimum angle of operation of -54 degrees to 80 degrees, lift capacity of 7,500 lbs. at full boom extension, and an adaptive felling head with a minimum bar length of 36", minimum 113 degree angle of tilt and endless 360 degree of pivot for cutting in any position.

II. GENERAL SPECIFICATIONS

1. **ON-CALL SERVICES:** Contractor shall provide services on an on-call, as needed basis upon receiving notice from Client Agency through the issuance of a purchase order describing the project to be completed.
2. **PRE-CONSTRUCTION MEETING:** A pre-construction meeting may be held after the issuance of purchase order(s). If a pre-construction meeting is scheduled, there is no compensation to the awarded Contractor to attend.
2. **TRANSPORTATION:** Contractor shall be responsible for the cost of transporting equipment to and from the area in which it is used.

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4. **WORK DAY:** In accordance with the normal work schedule in use by Client Agency, rental rates shall be based on a seven and one half (7 1/2) hour normal work day, 8:00 a.m. to 12:00 NOON; 12:30 p.m. to 4:00 p.m., regardless of how many hours are considered to be a normal day of any Contractor submitting quotations on this bid. When operations require work in excess of seven and one half (7 1/2) hours in any one (1) day, payment shall be made at the applicable hourly rate as bid for the actual hours worked. Due to fluctuating work hours of Client Agency's maintenance crews, normal work day hours may vary slightly by season.
5. **EQUIPMENT INSPECTION:** Equipment must be in good operating condition and be available for inspection by a Client Agency inspector, at a location within the State of Connecticut, prior to the issuance of a purchase order. Should Contractor's equipment be unavailable for inspection or be deemed unable to perform the specified work by a Client Agency inspector, the Contractor shall be notified, and a replacement machine must be made available within 48 hours.
6. **STANDARDS:** Contractors shall comply with the current Connecticut Occupational Safety and Health Standards, (OSHA) Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulation.

7. **FORM 816:**

FORM 816 is ConnDOT's "Standard Specifications for Roads, Bridges and Incidental Construction" ("FORM 816"). Work is to be in accordance with FORM 816 including all supplements and other applicable standards. Copies of FORM 816 may be purchased from:

State of Connecticut
Connecticut Department of Transportation
Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT. 06131-7546.

The price is twenty dollars (\$20.00) if the FORM 816 is mailed and sixteen dollars (\$16.00) if the FORM 816 is picked up. Checks are to be made out to: Treasurer – State of Connecticut.

OR,

The Contractor may go to the following to download FORM 816:

<http://www.ct.gov/dot/cwp/view.asp?a=1385&q=518080>

8. **ENVIRONMENTAL COMPLIANCE:** Contractor shall be in compliance with the environmental laws and regulations promulgated by the State of Connecticut, Department of Energy and Environmental Protection (DEEP). During any period that a Contractor is found to be in noncompliance, no new purchase orders will be issued. The Contractor shall comply with Section 1.07.16 of the ConnDOT Standard Specifications and Best Management Practices, which may be viewed at the following link:

<http://www.ct.gov/dot/cwp/view.asp?a=1385&q=259488>

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9. **INVOICES AND PAYMENTS:** Client Agency's Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to Client Agency's Accounts Payable Unit at 860-594-2305. All invoices must include:
1. Contractor F.E.I.N. or social security number.
 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 SW1A
P.O. Box 317546
Newington, CT 06131-7546

III. 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) 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

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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.

(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.

(d) 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.

(e) 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/99-142guide.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/standardwage.htm>