

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

Scope

This Contract covers the requirements of the Department of Energy and Environmental Protection ("DEEP") for phragmites mowing and herbiciding. Contractor shall perform these services as directed by authorized DEEP personnel. Contractor shall mow with DEEP-approved low ground pressure equipment and use DEEP-approved ground application herbicide to control phragmites.

1. First Year at Site: The price for ground herbiciding must be according to the type of chemical used and the total acreage treated. The price for mowing shall be per acre.
2. Subsequent Years at Site: The price for ground herbiciding be according to the type of chemical used and the total gallons applied at the site. The price for mowing shall be per acre.
3. The DEEP shall pay the Contractor's cost as stated on the Exhibit B Price Schedule for equipment mobilization/demobilization at each site.
4. The Contractor shall be registered with the DEEP Pesticide Unit.
5. The Contractor shall maintain a current Aquatic Supervisor's License throughout the duration of this Contract.
6. The DEEP shall obtain all of Contractor's required permits, licenses and approvals for the work.
7. The DEEP reserves the right to inspect the Contractor's equipment at any time throughout the duration of the Contract.
8. The Contractor shall perform all mowing and/or herbiciding work within two (2) weeks after DEEP's notification for such work.
9. The Contractor shall provide a source of clean fresh water with pH recommended by product label.
10. The areas to be mowed and/or treated shall be determined as directed by authorized DEEP personnel by the Wetlands Habitat and Mosquito Management (WHAMM) Program as directed by authorized DEEP personnel. The DEEP shall provide reasonable access for the equipment and multiple access points for large projects. Contractor shall use its amphibious equipment or barging pieces of equipment on the site as certain sites may be on islands requiring the use of such equipment.
11. The Contractor shall have differential GPS systems on board the application craft in order to track the vehicle position to insure an even application of chemicals.
12. The mowed phragmites must be detached from the stem and have final mowed length of less than a half-meter. The cut and mowed Phragmites may be left on-site to decompose.
13. Contractor shall maintain all applicable licenses and permits throughout the duration of this Contract. Contractor shall immediately notify the Client Agency by written notice in the event any of Contractor's licenses or permits are revoked, expired or suspended.
14. Contractor shall comply with all Federal, State, and local statutes, ordinances, rules, regulations, and orders with respect to such Services.

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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) 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.

(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.

The Contractor must provide the majority of services described in the specifications.

(d) Standard Wages

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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/prevaling-rates/service/rates-service.htm>