

**Exhibit A Description of Goods and Services and Additional Terms and Conditions**

**Scope**

This Contract is for environmental Services for work and projects that include but are not limited to soil and groundwater site remediation; immediate Contractor response to discharge, spillage, uncontrolled loss, seepage, or filtration of oil, petroleum, chemical liquids or solids, or hazardous waste upon land or into waters of the State; environmentally sensitive sites that require above ground and underground storage tank system(s) removal, replacement or repairs; site and facility remediation and improvements to include but not limited to boiler room modifications, installation of oil/water separators, floor drains, holding tanks, sanitary sewer lines, water services, and pumping stations; site improvements incidental to a hazardous material recovery or cleanup in areas of known or suspected contamination including but not limited to installation of bituminous paving, concrete slabs, storm drainage structures and piping, sanitary sewers connections and repairs; structure demolition; household hazardous waste management and disposal; remediation system fabrication, installation, operation, and maintenance; contaminated soil management and disposal; and other similar environmental work consistent with the intent of this Contract.

**Contractor selection, Purchase Orders and Invoicing**

**I. Contractor Selection by the Client Agency / Purchase Orders and Invoicing**

Utilization of a Contractor is at the Client Agency's discretion. Performance of the Contractor on previous projects and work will be considered in the selection of the Contractor and issuance of purchase orders. The Client Agency reserves the right to base its selection of a Contractor and its decision to issue purchase orders on Contractor availability, Contractor response time ability, equipment and personnel resources available, specialized service experience required, or other pertinent Service requirement factors.

When Services are required, the Client Agency will select a Contractor by one of the following three (3) methods depending on the circumstances surrounding work to be performed:

- **Standard Contract Use**

The Client Agency will estimate the scope of Services required for a planned project. Such estimate will be determined by using the unit prices found on the Exhibit B Price Schedule. The Client Agency shall select the Contractor with the lowest overall cost for the planned project. In the event the Contractor is unable to respond to the Client Agent's request to Perform within a timeframe set by the Client Agency, the next Contractor with the next lowest overall cost will be contacted and the process repeated.

- **Specialized Contract Use**

The Client Agency will prepare a scope of work for a particular project, which will be provided to all awarded Contractors. All Contractors will be requested to submit a cost proposal and work plan for the required Services. The Client Agency will evaluate each of the proposals submitted by the Contractor(s) and will select a Contractor based on the Client Agency's determination of which work plan and Contractor is best suited to expedite the required Services. The Client Agency may provide comments or other conditions to

revise the selected Contractor's work plan. Any additional or unforeseen work will be paid in accordance with Exhibit B.

- **Immediate Contractor Response**

In the event of a hazardous material spill, release or other event deemed by the Client Agency to be immediately hazardous, the Client Agency will select the Contractor in the Client Agency deems best able to serve the State's best interests. Selection criteria for a Contractor in this instance may include but not be limited to Contractor availability, equipment requirements and availability, geographic location of both Contractor and the event, site familiarity, response time and availability and a Contractors' expertise in responding to such an event or occurrence.

## **II. Invoicing**

Contractors are not guaranteed work under this Contract. The Client Agency will only pay for services requested and Performed to the satisfaction of the Client Agency and invoiced correctly with a valid purchase order.

Invoices must be submitted to the Client Agency's designated representative for review. All items invoiced must include the appropriate Contract item number as indicated in Exhibit B and all materials and subcontracted items must be fully and appropriately documented. Certified payrolls must accompany all invoices for labor charges to document payment of prevailing wage rates. Invoices will not be considered complete and acceptable until all necessary documentation has been received. Final invoicing must be received within ninety (90) days of Client Agency acceptance of work Performed. Failure to comply may result in nonpayment.

ConnDOT's Accounts Payable Unit through the Connecticut Comptroller's Office will issue payments for ConnDOT work performed. Payment and invoicing inquiries should be directed to ConnDOT'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 by the ConnDOT, please mail invoices to the following address:

State of Connecticut  
Department of Transportation  
Bureau of Finance and Administration  
Attn: Accounts Payable  
P.O. Box 317546  
Newington, CT 06131-7546

Contractors will be required to contact other Client Agency processing units to process invoices.

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

### **General, Technical and Exhibit B Pricing Specifications**

- A. In the event an emergency or under other circumstances where immediate response Services are required, the Contractor will be required to be at the event location within two (2) hours of receipt of the request for Services by the Client Agency. If the Contractor has reason to believe that the Contractor cannot respond to the required location with all required equipment within two (2) hours, it shall immediately notify the Client Agency.
- B. The Contractor must provide the majority of the Services described in these specifications. The Client Agency reserves the right to reject any proposed subcontractor.
- C. The Contractor shall inform the Client Agency in writing prior to purchasing any related Goods or Services from a subcontractor or secondary supplier.
- D. Unless otherwise directed by the Client Agency, the Contractor shall furnish to the Client Agency a minimum of three quotes for any required Goods or subcontracted Services having a value in excess of ten thousand dollars (\$10,000). The Contractor shall obtain approval in writing from the Client Agency prior to furnishing the selected Goods or subcontracted Services to the Client Agency.
- E. No markup will be allowed on any piece of rental equipment, subcontracted labor, or materials that are listed in on the Exhibit B Price Schedule. Markup for materials and outside Services not listed in Exhibit B Price Schedule will not exceed a 2.5% mark-up.
- F. There may be occurrences in which Services, labor and equipment are required for a project but not itemized in Exhibit B. The Contractor shall request prior, written Client Agency approval of the use of such items.
- G. The Client Agency will not pay for tools of the trade which include but are not limited to the following:
  - Reusable hand and small tools (e.g., hand tools screwdrivers, hammers, hand shovels, rakes, saws garden hoses).
  - Reusable protective clothing.
  - Computer equipment and software including all costs relating to use of such equipment.
  - Communication equipment, including but not limited to regular and cellular telephones, including all costs relating to the use of such equipment.
  - Consumable supplies/equipment.
  - Cost of routine cleaning of equipment.
  - Monitoring equipment (e.g. PID's, 4-gas meters, LEL/O<sub>2</sub> meters) related to implementation of the Contractor's health and safety plan.

- H. Labor rates are the price per man-hour (prevailing wage rate) for job site labor performed by each labor classification as defined under "Labor Class Definitions" below. Time for labor begins when the Contractor, its employees or its subcontractors are at the job site and ready to commence Services. Travel time, or any other miscellaneous charges pertaining to the furnishing of labor listed on the Contract are not allowed except as allowed under 4. below. Labor rates will be computed in terms of straight time, overtime, and premium time which, for purposes of this Contract, are defined as follows:
1. Straight time labor rates mean an eight hour Contractor employee shift Performed between the hours of 7:00 Am Eastern time and 5:00 PM Eastern Time commencing at a scheduled time, which is project specific and on the days of Monday through Friday.
  2. Overtime labor rates may not exceed "time-and-one-half" of the straight time rate and are only allowable for those hours when an overtime wage rate is paid to the Contractor's employee, as shown on certified payrolls and pre-approved in writing by the Client Agency. Such overtime may only include the time in excess of the specified eight (8) hour shift Monday through Friday and all day Saturday and Sunday.
  3. Overtime time rates will not be applied to equipment rental rates.
  4. Travel time will only be allowed for immediate contractor response work with a duration of 2 days or less.
- I. All labor rates must include Level D Personnel Protective Equipment (PPE). The Contractor shall provide Level C or Level B PPE to its personnel if the Client Agency determines that the environmental work is hazardous and or requires an elevated hazardous response. Payment for the upgrade will be subject to the prior written approval of the Client Agency. The use of protective clothing for purposes other than a Level C or Level B upgrade requirements is not subject to payment.
- J. The Client Agency's representative will monitor the use of all labor and equipment. If the Client Agency's representative determines that manpower or equipment is not being utilized, it will not be paid for while not in use.
- K. The number of hours paid for all equipment used at a site or project is to be computed at the job site location. Performance time begins when the Contractor is at the project location and ready to commence Services. This Contract does not allow for trip time, travel time, delivery charges, or any other miscellaneous charges pertaining to the rental of equipment, except for the mobilization of large, non over-the-road equipment. Mobilization of large, non over-the-road equipment (wheeled and track) to and from the project site which is necessary for the Performance of work will be paid as the actual time required to move the equipment, not to exceed two (2) hours. Mobilization will not be paid for movement of any equipment for the convenience of the Contractor.
- L. The actual number of hours recognized and paid for truck drivers and dump trucks and dump trailers utilized to haul material from the project site each day will only be computed from the time that the truck drivers, dump trucks and dump trailers are on the project location ready to work until they complete their last load routing and return to the project site or return to the Contractor's place of business, whichever is less. Travel time to the project location from the Contractor's place of business will not be considered for payment.

- M. Hours paid to haul material to the project location each day will begin at the time hauling trucks arrive at the facility to pick up the load for delivery to the project location and end after depositing the final load at the project location. Travel time from the project location returning to the Contractor's place of business will not be considered for payment.
- N. For work requiring trucking, drivers and trucks including, but not limited to, hauling trucks, tri-axes, dump trailer and tractor, dump trucks and rolloff trucks will be paid at the established Contract rates for the first five (5) drivers/trucks per day for each type of truck. If additional trucking is required beyond this requirement, this work will be considered a subcontracted service and handled in accordance with those provisions of this Contract.
- O. The Client Agency will provide the Contractor with the analytical test results for soil requiring off-site disposal. The Contractor will then obtain and complete all necessary paperwork, including waste profiles, Material Shipping Record and Log and similar material analysis forms and then forward them to the Client Agency for signature as the generator of the material being transported. The Contractor shall be responsible for all scheduling and coordination with the selected disposal facility and preparation of all manifests and bills of lading. When necessary, the Client Agency will obtain the Environmental Protection Agency generator identification number and provide such number to the Contractor.
- P. The Contractor shall be required to pay for all permits, licenses, and fees, and to give all notices and comply with all Federal as well as State of Connecticut laws, ordinances, rules and regulations of the city or town in which any required installations are to be made.
- Q. The Contractor shall credit the Client Agency for the full monetary value of any salvageable and recyclable materials retrieved or removed from a Client Agency's project site to include but not be limited to scrap metals. Such a credit must be invoiced as a line item credit on the project specific invoice(s).
- R. The Contractor shall be responsible for all work Performed on any project, all work Performed by its subcontractors, and the Performance of all equipment installed, repaired or replaced. In addition, any work done or materials used without inspection by a Client Agency representative may be ordered exposed for examination and testing, and restored at the Contractor's expense. If found unacceptable, the work will be removed and replaced at the Contractor's expense. All costs related to a damage caused by the Contractor's action or inaction, or defective materials supplied by the Contractor will be the Contractor's responsibility including but not limited to repair/replacement of such defect, contaminated soil and groundwater remediation and disposal, and replacement of lost fuel. Any property damage caused by the Contractor must be repaired to the satisfaction of the Client Agency at no cost to the Client Agency.
- S. All work to be Performed by the Contractor must comply with, as a minimum, the State of Connecticut Building Code as adopted pursuant to CGS § 29-252, as amended; and the Connecticut Fire Safety Code as adopted pursuant to CGS § 29-292, as amended. These codes include, but are not limited to, the following:

1. The International Building Code with the State Building Code, including latest Connecticut Supplement and Amendments.
2. The International Plumbing Code.
3. The International Mechanical Code.
4. The International Existing Building Code.
5. The International Energy Conservation Code.
6. The National Fire Protection Association (NFPA) 70 National Electrical Code.
7. The International Code Council (ICC) / American National Standards Institute (ANSI) A117.1.

The year of the code governing the Contractor's Performed work will be the current code which has been adopted as per the above Connecticut General Statutes for any project.

T. Safety precautions and environmental compliance

1. The Contractor shall be responsible for taking all necessary precautions for the safety of employees on the work site location and shall comply with all applicable provisions of Federal, State, and municipal regulations and building codes to prevent accidents or injuries to persons on, about, or adjacent to the premises where the work is being Performed. The work area must be kept tidy, clean, and free from any and all materials not required at the site..
2. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of work, all necessary safeguards for the protection of workers and the public. Contractor shall post danger signs warning against the hazards created by such features of construction. The Contractor shall designate a responsible member of the Contractor's organization on the work site whose duty is the prevention of accidents. The name and position of the person designated must be reported in writing to the Client Agency's project coordinator by the Contractor.
3. The Contractor is responsible for compliance with all State and Federal environmental laws and regulations.
4. Contractor should note that all disposal of contaminated and/or hazardous materials must go to facilities approved by the Client Agency in writing using transporters approved by the Client Agency in writing. Contractor shall prepare the manifest(s) required by Regulations of Connecticut Agencies § 22a-449(c)-102 or any other required manifest, shipping paper, or bill of lading prior to the transportation and disposal of any of the aforementioned wastes.

U. Equipment Regulations

Contractors renting or supplying equipment or vehicles are required to equip all equipment and vehicles with all required safety or other operational devices. Equipment is to be in compliance with all of the applicable Federal, State of Connecticut, and municipal regulations in force at the time of the equipment rental or supply.

- V. Labor Class Definitions. The following labor classes and their Performance of duties include but are not limited to the following.

## **1. OPERATIONS SUPERVISOR**

- a. Directs activities of project workers both in the field and corporate office.
- b. Studies specifications to plan procedures for construction.
- c. Estimates overtime and completion times and staffing requirements for each phase of construction, based on knowledge of available tools, equipment, and various building methods.
- d. Assembles members of organization (supervisory, clerical, craft, and other workers) at start of project.
- e. Orders procurement of tools and materials to be delivered at specified times to conform to work schedule.
- f. Confers with supervisory personnel and inspectors to resolve construction problems and improve construction methods.
- g. Prepares reports on progress, materials used, costs, and adjusts work schedules as indicated by reports.
- h. The operations supervisor shall be “home-based” logistical support and shall not be considered for any field charges.

## **2. FOREMAN**

- a. Supervises and coordinates field activities, including health and safety of work crews engaged in project activities, including, but not limited to, excavation, installation of new work, backfilling, surface restoration, and other project activities.
- b. Determines work procedures, prepares work schedules, and expedites work flow.
- c. Assigns duties to field personnel, and examines work for exactness, neatness, and conformance to specifications and procedures.
- d. Keeps daily records of work progress, personnel, and materials.

## **3. DRILLMASTER**

- a. Operates portable/mobile drill rig boreholes to install groundwater or soil vapor monitoring wells, or to obtain samples of earth formations.
- b. Positions drill rig derrick at drilling area provided on field maps.
- c. Starts rig and moves throttles and clutches to raise and lower drilling pipes.
- d. Selects coring bit and barrel size to penetrate material in borehole.
- e. Replaces drill bit with tool (sampling device) to collect samples of earth or rock being penetrated.
- f. Counts sections of drill rod to determine depth of sample collection or well installation.
- g. Records depth(s) at which samples are collected.
- h. Inspects samples to determine nature of strata encountered or to take samples for laboratory analysis.

## **4. EQUIPMENT OPERATOR**

- a. Operates several types of power construction equipment to excavate, move and grade earth, erect structural and reinforcing steel, and pour concrete or other hard surface paving materials.
- b. Adjusts hand-wheel and depresses pedals to drive equipment and control attachments, such as blades, buckets, scrapers, and swing booms.

**5. DRIVER**

- a. Operates two-, three-, or four-axle trucks.
- b. On-road applications.
- c. Must maintain current Commercial Driver's License and meet medical requirements.
- d. Does not include off-road applications that involve off-road only trucks.

**6. EXPERIENCED TANK CLEANER**

- a. Cleans interiors of storage tanks to remove emulsion and incrustation, using shovels, squeegees, brooms, scrapers, hoses, water, and solvents.
- b. Has received specialized training on safety issues for these work efforts.
- c. Drains tank, connects hoses to water or steam lines, and sprays walls, roof, and bottom of tank to flush residue, such as oil, acid, grease, and sludge through tank openings.
- d. Scrapes and scrubs walls, using detergents, solvents, scrapers, and brushes to remove incrustation, scale, or deposits of materials.
- e. Sweeps up debris and shovels sludge into buckets or wheelbarrows or down chutes.
- f. Removes chemical residues and other liquids from tank bottoms with squeegees or pump and suction hoses.
- g. Tests gas contents of tank.

**7. WELDER**

- a. Welds metal parts, using gas welding equipment as specified by layout, welding diagram, or work order.
- b. Selects torch, torch tip, filler rod, and flux, according to welding specifications, or type and thickness of metal.
- c. Examines weld for bead size and other specification requirements.
- d. Repairs broken or cracked metal objects, fills holes, and builds up metal parts.
- e. Position, lay out, and tack-weld pieces.
- f. The field welding of any permanently incorporated material or equipment must be performed by welders certified in accordance with State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 817 Article 6.03.03, as most recently revised.

**8. LABORER**



- a. Performs varying tasks in laying, repairing, and extending underground and utility construction.
- b. Erects barricades and places lanterns around work site to protect workers from traffic.
- c. Breaks up paving, using air hammer, and digs ditches preparatory to laying or removing pipe.
- d. Maneuvers pipe sections, valves, and fittings into position, and holds pieces steady while workers tighten connections.
- e. Cuts, joins, and threads pipe as directed.
- f. Mixes and lays concrete for drainage structures.

#### **9. MARINE OPERATOR**

- a. Supervises and coordinates activities of crew engaged in operating and maintaining propulsion engines and other equipment aboard a water borne craft.
- b. Starts engines to propel ship and regulates engines and power transmission to control speed of ship.
- c. May be required to hold appropriate U. S. Coast Guard license and Transportation Worker Identification Credential card.

#### **10. SURVEYOR/INSTRUMENT OPERATOR**

- a. Plans, directs, and coordinates work of survey party engaged in surveying earth's surface and determining precise location and measurements of points, lines, elevations, areas, and contours for construction, map-making, land division, titles, or other purposes.
- b. Determines methods and procedures for establishing and re-establishing survey controls.
- c. Coordinates findings with work of engineering and architectural personnel, clients, and others concerned with project.
- d. Keeps accurate notes, records, and sketches to describe and certify work performed.

#### **11. SURVEYOR/RODMAN**

- a. Assists surveyor/instrument operator in the acquisition of survey data.
- b. Holds level or stadia rod at designated point to assist in determining elevations and laying out stakes for map-making, construction, land, and other surveys.
- c. Calls out readings or writes station and reading in notebook.
- d. Marks points of measurement with elevation, station number, or other identifying mark.

### **Client Agency Property Entry Requirements**

#### **I. 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.

## II. 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 and weight)

### (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 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 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.

**III. Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)**

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
  - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
  - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
  - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
  - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;

- (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
  - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

**BRADLEY INTERNATIONAL AIRPORT  
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, \_\_\_\_\_, the undersigned, with regard to \_\_\_\_\_ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between \_\_\_\_\_ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials

Company Mailing Address

Print Full Name

City, State, Zip

Title

Phone Number(s)

Fax No.

E-Mail Address

- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.

**General Contract Requirements**

**I. 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.

**II. Mandatory Extension to State Entities**

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

**III. 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.

#### **IV. 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 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.

#### **V. 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>

#### **VI. Payment Bond**

Contractor may either provide to the Client Agency a payment bond in the amount of 100% of each purchase order or a payment bond in the minimum amount of three million dollars (\$3,000,000.00). With regard to the latter payment bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000.00) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$750,000.00) beyond the value listed on the current bond. The Client Agency will notify the Contractor when a new bond is required. The required bond must be received prior to any purchase order being issued. Failure to submit bond in a form satisfactory to the State prior to the purchase order being issued will result in the State issuing the purchase order to the next lowest Contractor responsive to the Client Agency's bond request. Other offers of surety will be reviewed and may be approved at the Client Agency's discretion on a case by case basis. The Client Agency will not reimburse the Contractor for any costs associated to and for the payment bond.



Such bonds must meet the following requirements:

1. Corporation: The bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The bond must be signed by all the partners and indicate they are "doing business as (name of firm)".
3. Individual: The bond must be signed by the individual owning the business and indicated "owner".
4. The surety company executing the bond must be licensed to do business in the State of Connecticut, or bond must be countersigned by a company so licensed.
5. The bond must be signed by an official of the surety company and the corporate seal must be affixed over his signature.
6. Signatures of two (2) witnesses for both principal and the surety must appear on the bond.
7. A power of attorney for the official signing of the bond for the surety company must be submitted with the bond, unless such power of attorney has previously been filed with the Bureau of Finance & Administration.

The payment bond requirement may be waived by the Client Agency in writing for companies that manufacture and supply their own material and do not purchase materials from any third party sources required for the Performance of specific projects at the discretion of the Client Agency. Appropriate documentation must be supplied to the Client Agency for review and approval prior to requesting a waiver of the payment bond.

Re-insurance arrangements are not be acceptable for payment bonds. A maximum of one (1) co-surety will be acceptable for a payment bond. Client Agency will hold all surety companies which execute payment bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

The ConnDOT Party for payment bond issuance and notice(s) shall be provided to the following:

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

**VII. Exhibit B Prices**

Exhibit B prices are fixed for the Contract term.