

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

- A. The Contractor shall provide the rental of various types of tree removal, tree trimming and disposal units and equipment for the Client Agency.
- B. The Contractor shall provide operator(s), tools, and all labor necessary for the complete performance of the particular service required by the Client Agency and as more particularly described in Exhibit B hereto. The Contractor furnishing the service has complete responsibility for the equipment and labor being used and will furnish all fuel, maintenance and repair for that equipment. Chain saws are to be in proper operating condition with chains sharpened prior to the start of work.
- C. Contractor who is performing tree trimming shall be a licensed arborist qualified to perform arboriculture within the State of Connecticut under Connecticut General Statutes (CGS) – Section 23-61b, Licensing for Arboriculture; examination; fees, renewal; suspension; revocation. Nonresidents. Records. Pesticides. Tree trimming shall be performed by Contractor to meet the latest American National Standard Institute (ANSI) A300 Standards described in the section of Tree Care Operations - Tree, Shrub and other Woody Plant Maintenance – Standard Practices (Pruning).
- D. The Contractor shall have crews available that are Qualified Line-Clearance Arborists as described in the ANSI Z.133 Standards for Arboricultural Operations.
- E. Product output, wood chips, will be 1/8 inch nominal thickness with at least fifty (50%) percent of the chips having an area of between 1 square inch, and not more than 6 square inches.
- F. For items A-I of the Exhibit B: Price Schedule, the Client Agency shall be responsible for clearing any debris left at the site, (i.e. stumps, branches, wood chip mulch), and shall also loam and seed area if required.
- G. For items L-Q of Exhibit B: Price Schedule, the Contractor shall provide a price for debris removal, in the event that Client Agency chooses to remove debris from the site.
- H. The Contractor is responsible for the cost of transporting equipment to and from the area in which it is used. No transportation charges, setup or breakdown fees are allowed.
- I. The Contractor shall ensure all equipment is in safe operating condition at all times. Delays caused by equipment failure will result in non-payment for lost hours.
- J. No payment will be made by the Client Agency for rentals or services when work cannot be performed due to extenuating circumstances or adverse weather conditions as determined by Client Agency, and where Contractor has been given reasonable advance notification of work cancellation. Should Client Agency fail to provide reasonable notice of work cancellation or should work be cancelled as a result of weather conditions when prior to noon on any particular day, the

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Contractor shall be paid for four (4) hours at the applicable rate. If work is cancelled any time after 12:30 p.m., the Contractor shall be paid their hourly rate for time worked.

2. RESERVED

3. RESERVED

4D. 100' TREE SERVICE UNIT TYPE II:

TANDEM AXLE REAR-MOUNTED BUCKET TRUCK WITH A MINIMUM 100' HEIGHT TO BOTTOM OF BUCKET, FOUR (4) OUTRIGGERS, AND A MINIMUM BUCKET CAPACITY OF 300 LBS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON. CREW WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVALS OF VARYING DIAMETER AND HEIGHT. TOTAL CREW OF TWO (2) PEOPLE.

4E. ADDITIONAL WORKER

5F. 100' TREE SERVICE UNIT TYPE III:

TANDEM AXLE REAR-MOUNTED BUCKET TRUCK WITH A MINIMUM 100' HEIGHT TO BOTTOM OF BUCKET, FOUR (4) OUTRIGGERS, AND A MINIMUM BUCKET CAPACITY OF 300 LBS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON, DUMP CHIPPER BOX AND MINIMUM 12" DIAMETER CAPACITY CHIPPER. THE BUCKET OPERATOR AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVALS OF VARYING DIAMETER AND HEIGHT. TOTAL CREW OF TWO (2) PEOPLE.

5G. ADDITIONAL WORKER

6. LICENSE REQUIREMENTS:

- A. The Contractor shall maintain a current Connecticut Arborist license and Qualified Line-Clearance workers throughout the term of the Contract.

7. WORK DAY:

- A. The rates provided in Exhibit B, Price Schedule shall be hourly rental rates based on a seven and one half (7.5) hour normal work day (8:00 a.m., to 12:00 Noon; and 12:30 p.m. to 4:00 p.m.), regardless of how many hours are considered to be a normal work day of the Contractor.
 - i. When operations require work in excess of seven and one half (7.5) hours in any one (1) day, payment will be made at the applicable hourly rate as bid for the actual hours worked.
 - ii. Due to fluctuating work hours of Client Agency's maintenance crews, normal work day hours may vary slightly by the season.

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- iii. Overtime rates do not apply and Contractor shall not invoice Client Agency for any overtime hours.

8. FORM 817:

- A. Form 817 ("FORM 817") is Client Agency's "Standard Specifications for Roads, Bridges and Incidental Construction." FORM 817 is incorporated into this Contract and Contractor shall perform work in accordance with FORM 817 including all supplements and other applicable standards as described. Copies of FORM 817 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.

- B. The price is twenty dollars (\$20.00) if FORM 817 is mailed and sixteen dollars (\$16.00) if FORM 817 is picked up. Checks are to be made out to: Treasurer – State of Connecticut. Or FORM 817 may be downloaded or printed at:

www.ct.gov/dot/cwp/view.asp?a=3609&Q=430362

9. CT DEPARTMENT OF TRANSPORTATION (ConnDOT) PURCHASE ORDERS:

- A. Questions concerning CT Department of Transportation (ConnDOT) purchase orders are to be directed to Client Agency's Processing Unit at 860-594-2070.

10. CT DEPARTMENT OF TRANSPORTATION (ConnDOT) INVOICES AND PAYMENTS:

- A. 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.

- B. 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.

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- 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.

- C. 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

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

11. CLIENT AGENCY EQUIPMENT INSPECTION:

- A. The Contractor shall ensure that equipment is in good operating condition at all times and is available for inspection by the Client Agency, at a location within the State of Connecticut, prior to the issuance of a purchase order.
 - i. If the Contractor's equipment is unavailable for inspection, or the Contractor's equipment is determined to be unable to perform the specified work by the Client Agency, then Client Agency shall contact the next lowest available qualified Contractor to complete the work.

12. EQUIPMENT REGULATIONS:

- A. The Contractor renting or supplying equipment or vehicles shall equip them with all required safety and other equipment and devices. Equipment is to be maintained in compliance with all of the applicable Federal, State of Connecticut, Department of Motor Vehicle (DMV) and local regulations.

13. EQUIPMENT INSPECTION AND CERTIFICATION:

- A. The Contractor acknowledges and attests that applicable equipment offered are/have been:
 - i. Fully insulated, per ANSI-A 92.2.
 - ii. Certified for Category "C" aerial devices as per ANSI A-92.2 requirements and that the unit passed testing and is dielectrically sound, per ANSI-A 92.2.
 - iii. Compliant with, at the time of the related purchase order, the latest OSHA and ANSI A-92.2 requirements in effect including stabilization regulations.

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- B. Certificates documenting the above requirements must list the equipment's serial numbers.
- C. The referenced certification shall be within one (1) year of utilization of equipment, and must be available to Client Agency upon request.
- D. Certificates must be available for inspection prior to Client Agency renting the equipment.

14. EQUIPMENT DEMONSTRATION:

- A. Client Agency shall utilize equipment based upon its assessment of the equipment's performance and output.
 - i. In assessing equipment's actual performance, Client Agency may request Contractor(s) to provide a no cost demonstration of their equipment's capabilities.
 - ii. Such demonstration shall be at the mutual agreement of the Contractor(s) and Client Agency.
 - iii. Failure of Contractor to demonstrate equipment when requested will void any obligation of the Client Agency to use equipment it has selected or specified.

15. STANDARDS:

- A. The Contractor must comply with the current Connecticut Occupational Safety and Health Standards (OSHA), Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

16. ENVIRONMENTAL COMPLIANCE:

- A. The Contractor must be in compliance with the environmental regulations promulgated by the State of Connecticut, Department of Energy and Environmental Protection (DEEP) at all times.
 - i. During any period that a Contractor is found to be in noncompliance, the Client agency will not issue any new purchase orders.
 - ii. The Contractor shall comply with FORM 817, Article 1.07.16 and Client Agency's Best Management Practices, attached as Exhibit E.

17. GEOGRAPHICAL LIMITS:

- A. For purposes of pricing, the geographical limits of each District are outlined on the enclosed State map. (see Exhibit D: Maintenance Districts Map).

18. SAFETY:

- A. All work shall comply with all applicable State and Federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

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B. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

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) 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.

(c) Standard Wages

The Contractor 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>

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

The Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere

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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.