

Russo

LAWN & LANDSCAPE, INC.

Landscape Maintenance Contract
For
The Common at Sinnott Farm
Bloomfield CT

List of Services

Spring Clean Up
Weekly Service
Bed Weed Control
Mulching/Edging Common Beds
Pruning
Lawn Care Program
Irrigation
Beautification
Snow & Ice Management

Annual Cost inc. 6% CT Sales Tax \$32,836.00

Terms and Conditions

Contract Period: November 1, 2009 –October 31, 2012
Payment: \$2,736.33, November 2009 through October 2012

395A Ella Grasso Turnpike, Windsor Locks, CT 06096
(860) 623-4119 Fax - (860) 627-9587

Landscape Maintenance Contract Specifications

This contract is between Russo Lawn & Landscape, Inc. located at 395A Ella Grasso Turnpike Windsor Locks, CT (contractor) and The Common at Sinnott Farm, Bloomfield (client).

Scope

The Contractor shall supply all labor, equipment and materials to perform any and all landscaping services as required by this agreement.

General Requirements

The Contractor shall:

- a. Obtain any and all permits and/or licenses as required, to complete the work as defined herein.
- b. Assure that all work shall conform to the minimum requirement of any and all applicable laws, regulations and codes.
- c. Have all work performed by experienced and, where applicable, licensed personnel who will use the best practices of the trade.
- d. All work shall be completed in a good, sound and workmanship-like manner. All materials used to fulfill this contract will be of new and good quality and Contractor will be liable for defective, faulty or improper materials or workmanship. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work.
- e. The Contractor will comply with all applicable Federal, State and Local laws and codes regarding work, materials, and safety of persons or property.
- f. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- g. The Contractor reserves the right to contact the property manager/board member, either at their work number or home number, for any emergency deemed as such by the Contractor.
- h. The Contractor reserves the sole and exclusive right to engage any other company, person, contractor for the purpose of engaging in any part of the work as provided for in the agreement. No permission or notice is to be required and all work so assigned will be determined by the Contractor. Payments are to continue to be made directly to the "prime Contractor". Contractor shall indemnify and hold harmless the client and their representatives from any loss or claim that may arise in fulfilling this agreement.
- i. In the event of a vehicle or equipment failure, the Contractor may at times store such on the property
- j. Reports of property damage, accidents or any condition requiring "remedy" shall be reported in writing to the Contractor within 15 days of the occurrence. Any damage report received after that time will be assumed to have been caused by a party other than the Contractor.
- k. The Contractor is fully insured for any damage caused by him. A full damage report in writing is required to process any claim.
- l. In the event of bad weather, contractor will make every reasonable effort to leave the property as clean as possible. Client understands that the ability to complete the services, in this agreement, is weather related. Contractor will make a reasonable effort to work around weather conditions.

Work Specifications

All specified deadline dates are weather permitting.

Spring Clean Up

Remove leaves and branches and general winter debris from lawn areas and bed areas. Turf areas with sand accumulation will be power swept. Lawn areas will be tine raked and collected. All debris removed and disposed of off site. **Completed by April 30.**

Weekly Service

All lawn areas shall be mowed weekly from the end of April through October. Same areas will be trimmed using string trimmers around beds, AC units, light posts and signs. Reasonable amounts of trash and debris will be removed prior to mowing.

Bed Weed Control/Weed Control

Mulch beds will be treated with pre-emergent herbicide in **April and June (2X)**. Beds will be weeded and sprayed weekly. Spray Roundup on curb lines, cracks, and crevices weekly.

Mulching/Edging – Common Beds

Completed in May. All beds and tree rings redefined, excess debris removed. A 1-1.5" layer of shredded pine mulch applied to all beds and tree rings

Pruning

All shrubs sheared and shaped as appropriate in **July** and touched in **September**.

Fall Clean Up

Three visits for leaf clean up in October and November. All leaves will be collected and removed from lawn and shrub areas, parking areas, roads and walkways. Perennials and Ornamental Grasses will be cut back and cleaned up. Late blooming bushes will be sheared and trimmed. **Completed in November.**

Lawn Care Program

April	Pre-emergent crabgrass control, broadleaf weed control, fertilizer
June	Merit grub control and fertilizer
*August	broadleaf weed control and fertilizer
*September	broadleaf weed control and fertilizer

* Islands Only

Irrigation System

Start up in April and shut down in October. Parts and labor are at an additional cost.

Beatification

\$378 allocated for site improvements

Snow and Ice Management

Includes Quail Run, Spice Bush, Spring Hill, Arrowwood and Timothy Lane.

Snowplowing

Plowing will commence when accumulations reach or exceed a depth of one (1) inch or more. During on-going storms, the Contractor will make snow plowing passes on roadways every two to three hours and/or every 2-3" of snow fall.

Salting

Salting applications will be completed as needed based on weather conditions. Melting and re-freezing conditions which the Contractor may be unaware of should be brought to his attention as soon as the conditions are noticed at which time the Contractor will respond by spot treating any areas requiring attention. Slippery conditions not known to the Contractor are not the responsibility of the Contractor.

The Contractor may at times be traveling in either lane and in either direction during snow plowing and clearing activities, such vehicles are to have the right of way regardless of travel direction or position with the roadways, parking lots or any other areas of the site.

Russo Lawn & Landscape, Inc. will exercise its best judgment based upon weather forecasts and existing conditions at the time. Client is aware that weather conditions in Hartford County may change rapidly and without notice. Changes in weather conditions are considered to be an Act of God and Russo Lawn & Landscape, Inc. assumes no liability for Acts of God.

Client agrees to allow Russo Lawn and Landscape, Inc. to decide if snowplowing is warranted based upon snow accumulations at Client's particular location. Client understands that snow accumulations may vary throughout the Hartford County area and that accumulations in one section of the Hartford County are not necessarily indicative of the accumulation at the Client's particular location. Client also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snowfall at that location. In any event, Client agrees to allow Russo Lawn & Landscape, Inc. to decide if snowplowing is necessary. Snow and ice totals will be based on site inspection and measurements reported from the Connecticut Weather Center.

Client understands that plowing, sanding, or salting of a particular location may not clear the area to bare pavement and that slippery conditions may continue to prevail even after plowing or an application of sand, salt or ice melt. Client understands that Russo Lawn & Landscape, Inc. assumes no liability for this naturally occurring condition. Slippery conditions not known to Russo Lawn & Landscape, Inc. are not the responsibility of Russo Lawn & Landscape, Inc. Through performing and/or completing any of the services listed, does not imply that Russo Lawn and Landscape, Inc. will provide a 100% snow and or ice free environment before, during or after a snow or ice event.

The Client will allow Contractor access to the property regardless of the time of night or day to service the property as storm conditions and service levels require. The Contractor reserves the right to store equipment and supplies on the property.

Russo Lawn and Landscape, Inc. shall not be responsible for the melting of snow that later turns to ice, snow around cars that were not moved, snow that was left as a result of clearing cars onto plowed surfaces, property left in areas where work is expected to be completed, hazardous conditions that are not reported. Russo Lawn & Landscape, Inc. assumes no responsibility or liability to any damage caused by salt, sand, or ice melt to lawns, trees, plantings, cars, or concrete.

Reports of damages must be reported to Russo Lawn & Landscape, Inc. within forty-eight (48) hours. Any complaints registered at the time of snow removal operations, or during storms, will be addressed when the work is completed. Any damage as a result of plowing will be repaired by Russo Lawn & Landscape, Inc. on or before May 15.

The relocation or removal of snow is not included in this agreement; this is an additional charge. The following rates would apply:

<u>Equipment</u>	<u>Hourly rate</u>
2 or 3 yard loader	\$146
Bobcat loader with bucket	106
Bobcat with plow	116
Truck with straight plow	98
Truck with V plow	112
Laborer	48
Laborer with snow blower	58
Tri-axle truck	108
6 wheel truck	98

All prices are subject to 6% CT service tax

Insurances

- A. The Contractor shall maintain the following insurance coverage throughout the term of the contract:
1. Comprehensive liability insurance, including completed operations, with limits of not less than \$500,000 single limit liability.
 2. Worker's compensation insurance for all employees associated with his operation.
- B. Within 10 days of notification of contract award, the Contractor shall provide the client with current certificates of insurance which shall be updated and/or renewed as necessary to furnish continuous proof that all required coverage is in effect during the term of the contract.
1. If the Contractor should subcontract any of his responsibilities, he shall assure and assume responsibility of worker's compensation for all subcontractors. The Contractor also assumes all legal and liability responsibilities for all subcontractors.

Termination of Contract

The Client retains the right to terminate this contract upon thirty (30) days written notice, with cause. The Client retains the right to cancel this contract for nonperformance. The reasons for a cancellation due to nonperformance to be effective and enforceable shall be in writing and received by the Contractor within thirty (30) days that such action has taken place and will include just cause for such action.

The Contractor has the right to cancel the agreement without notice of any kind for the following reasons:

- A. Non-payment of all fees due and payable.
- B. Failure of the client to allow full access to the worksite.
- C. Failure of the client to comply with any and all provisions of the agreement as outlined within the price and work proposal.

The Contractor upon being terminated, by the client, will have immediate release from any responsibility under the terms of this agreement.

Limit of Liability and Conditions for Negligence

The Contractor shall not be liable for any delay due to circumstances beyond Contractor's control including strikes, casualty or general unavailability of materials and weather conditions beyond the Contractor's control.

Terms of the Contract/ Payment

November 1, 2009 through October 31, 2012

Annual cost including 6% CT Sales Tax, \$32,836.00

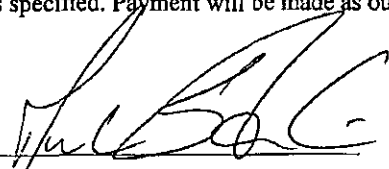
36 payments of \$2,736.33 per month November 2009 through October 2012

Accounts that are past due will not be serviced until account is brought up-to-date. Client understands and accepts the fact that the delays in payments made to Russo Lawn & Landscape may result in appropriate legal action being taken to collect monies owed Russo Lawn & Landscape.

Acceptance

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature



Russo Lawn & Landscape, Inc.

Date

10/19/09

Signature



The Common at Sinnott Farm

Date

20 October 09