



37
LANDSCAPE
AND
SNOW

SERVICE AGREEMENT

November 1, 2015 to October 31, 2018

The Common at Sinnott Farm

6 Timothy Lane,
Bloomfield, CT 06002

B-Reg

B-1810

Russo Lawn & Landscape, Inc.
395 Ella Grasso Turnpike
Windsor Locks, CT 06096

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www.russolawn.com

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Service Agreement

for

The Common at Sinnott Farm

INCLUDED SERVICES

Fixed Payment

Spring Clean Up

Weekly Maintenance

Pruning - Mid Season

Pruning Rhododendron

Edging of Beds

Mulching - Spring

Bed Weed Control Application

Fall Clean Up

Woodline & Pond

Weed Spraying

Irrigation - Spring Activation

Irrigation - Fall Winterization

Turf Management - R1

Turf Management - R3

Turf Management - R4

Turf Management - R5

Snow Clearing of Roadways

Treated Salt Application

Snow Set Up

Snow Take Down

Snow Repairs

Total Contract Price including tax \$37,064.33

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Agreement for Services

This is an Agreement made October 12, 2015 between The Common at Sinnott Farm (the "Customer") and Russo Lawn & Landscape, Inc. (the "Contractor").

General Requirements

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

A. The Contractor shall have all work performed by experienced and, where applicable, licensed personnel.

B. This Agreement shall be construed under the laws of the State of Connecticut. The Contractor shall comply with all applicable Federal, State and Local laws and codes regarding work, materials, and safety of persons or property.

C. Reports of property damage, accidents or any condition requiring "remedy" shall be reported in writing to the Contractor within 5 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.

D. In the event of bad weather, Contractor will make every reasonable effort to leave the property as clean as possible. Customer 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. In the event of a vehicle or equipment failure, the Contractor may at times store such on the property.

E. Work to be performed according to the attached Work Specifications and are incorporated into this service agreement.

F. 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.

G. In the event of excessive fuel cost increases and after a negotiated agreement with the Customer, a fuel surcharge may be added to invoices

Snow & Ice Management Terms & Conditions

Snowplowing

Snowplowing of drive lanes will begin upon the accumulation of approximately two (2) inches of snow, as determined by Contractor, and will continue at periodic intervals every two (2) to three (3) inches of snow fall.

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. It is the responsibility of the customer to notify residents and others that the snow clearing, plowing and removal equipment has the right-of-way regardless of travel direction or position within the roadways during snow clearing.

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

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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.

Walks and Driveways (only where applicable)

All walks and driveways shall be cleared of snow one (1) time at the completion of the storm.

Customer understands that sidewalk crews may not be able to work safely if temperature and wind conditions combine to make Wind Chill factors below 0 degrees Fahrenheit. Customer agrees and understands that Russo Lawn & Landscape, Inc. reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe conditions upon their employees.

It is expected that all residents will cooperate in moving cars to enable the clearing of driveways. The Contractor will not be expected to take responsibility for the moving of cars. It is the customer's responsibility to ensure that residents and others move their cars in order to allow the Contractor to clear driveways and/or spaces. Driveway areas not made available to the Contractor will be left un-cleared. Customer understands that these areas will not be the responsibility of the Contractor.

Customer understands that 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.

Ice-melt (where indicated as an additional service charge)

Ice-melt products shall be applied to walkways and driveways when areas have been cleared. It is the responsibility of the customer to report re-freezing of walks and driveways. The Contractor is not responsible for any areas of freezing not reported by the customer.

The melting and re-freezing of walks and driveways shall be reported to the Contractor by the customer.

Force Majeure

In the event the service under this Agreement cannot be completed due to market conditions, supply, transportation, accident, fire, strike, civil or military authority, insurrection, acts of God or any other cause beyond the Contractor's control, Contractor is not held liable for any loss and or damage including but not limited to, consequential damages. In the event such conditions persist for a prolonged period of time, Contractor may terminate the portion of this Agreement affected.

In the event of excessive fuel cost increases and after a negotiated agreement with the Customer, a fuel surcharge may be added to invoices.

Access

The Customer 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.

Bare Pavement

Customer 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. Customer 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.

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Disclaimer

Russo Lawn & Landscape, Inc. is not responsible for physical injuries or damages resulting from acts of God, including, but not limited to re-freezing of areas plowed or cleared with ice-melt products, the effects of wind driven or drifting snow, abnormally heavy accumulations of snow, rapid accumulations of snow, or untreated slippery conditions or acts of God. Customer understands that Russo Lawn & Landscape, Inc. does not undertake to provide a 100% snow or ice free environment.

Russo Lawn & Landscape, Inc. assumes no responsibility or liability for any damage caused by salt, sand, or ice melt to lawns, trees, shrubs, cars, or concrete. *10/13/15 Other Than Negligence*

Customer understands that weather conditions 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.

Miscellaneous

Any claims of damage 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 31.

Snow and ice totals will be based on verified measurements as reported by the Connecticut Weather Center.

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 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 yard loader	\$148
3 yard loader	\$165
Bobcat	\$105
Truck with plow	\$98
Tri-axle truck	\$115
6 wheel truck	\$102
Laborer	\$53

All prices are subject to 6.35% CT service tax.

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Work Specifications

INCLUDED SERVICES

Spring Clean Up

Remove leaves from turf areas and landscape beds, small branches are to be included. Tine rake necessary turf areas collecting and removing dead thatch. If heavy debris is present due to winter storm damage, additional charges will apply

Weekly Maintenance

Weekly visits will commence after the completion of the spring clean-up. Turf areas will be mowed as needed during this visit. All necessary structures will be trimmed around by means of string line trimmers. Grass clippings will be blown from roads, parking areas, steps, walks and drives. Weekly service will end at the start of fall clean-up services.

Pruning - Mid Season

Shrubs will be pruned one time per season based on the growth habit of the species with the use of mechanical shears, removing one season's growth.

Pruning Rhododendron

Rhododendrons will be hand pruned one time prior to bud set.

Edging of Beds

Landscape beds with a natural edge will be re-defined one time in the spring.

Mulching - Spring

Shredded mulch will be applied to all indicated areas. Mulch will be applied allowing for even depth and color.

Bed Weed Control Application

Landscape beds will have two applications of a pre-emergent herbicide applied during the growing season to help reduce the growth of weeds. Additional weed activity will be treated with a liquid non-selective herbicide between applications.

Fall Clean Up

Two visits will be performed to collect leaves from turf areas, landscape beds, parking areas, walkways and roads upon completion of the weekly service, perennials and grasses will be cut at this time as well. The final clean up will take place after the majority of leaves have fallen.

Woodline & Pond

Lightly shear the edges of the natural edges growing from the borders of Ryefield Hollow north and Deerfield Rd. Not to include tree removal.

Weed Spraying

Treat areas other than landscape beds with a non-selective herbicide to reduce grass and weed growth.

Irrigation - Spring Activation

Turn water source on, set the controller and run the system adjusting irrigation heads as needed. Repairs will be at an additional charge.

Irrigation - Fall Winterization

Turn water source off, use compressed air to evacuate exist water from the irrigation system.

Turf Management - R1

Early spring-Apply a granular crabgrass pre-emergent product and a well balanced fertilizer to the designated turf areas. Broadleaf weeds will be treated with an liquid control product if this is part of your service agreement.

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Turf Management - R3

Early summer-Apply Allectus to help prevent White Grubs and a well balanced fertilizer to the designated turf areas. Broadleaf weeds will be treated with a liquid control product if this is part of your service agreement. Post crab grass application is not included.

Turf Management - R4

Late summer-Apply a well balanced fertilizer to the designated turf areas. A liquid summer annual control product will be applied at this time if this is part of your service agreement. Post crab grass application is not included.

Turf Management - R5

Late Fall-Apply a well balanced fertilizer to the designated turf areas.

Snow Clearing of Roadways

Plowing of snow from The Common at Sinnott Farm roadways only. Snow will be plowed as far back to the edge of the roads as possible. Vehicle traffic in two directions will be possible under normal snow events. In the event of a blizzard, above normal seasonal snow fall amounts or the inability to access The Common at Sinnott Farm property by no fault of Russo Lawn and Landscape could cause the restrictions of road width. Curbs will not be visible at all times but water will be able to flow to all necessary catch basins. During fast snow fall rates and seasons with heavy accumulations, additional snow relocation may be necessary.

Treated Salt Application

Salt application applied to asphalt surfaces prior to and upon the completion of a winter event.

Snow Set Up

Install necessary stakes at the contractors discretion to identify catch basins, fire hydrants and possible hazards while plowing.

Snow Take Down

Remove any necessary snow stakes upon the completion of the winter season.

Snow Repairs

Repair any necessary property damage due to snow plowing.

FIXED PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
November	\$2,904.27	\$184.42	\$3,088.69
December	\$2,904.27	\$184.42	\$3,088.69
January	\$2,904.28	\$184.42	\$3,088.70
February	\$2,904.27	\$184.42	\$3,088.69
March	\$2,904.28	\$184.42	\$3,088.70
April	\$2,904.27	\$184.42	\$3,088.69
May	\$2,904.28	\$184.42	\$3,088.70
June	\$2,904.27	\$184.42	\$3,088.69
July	\$2,904.28	\$184.42	\$3,088.70
August	\$2,904.27	\$184.42	\$3,088.69
September	\$2,904.27	\$184.42	\$3,088.69

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October

\$2,904.28

\$184.42

\$3,088.70

\$34,851.29

\$2,213.04

\$37,064.33

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Terms and Payment Schedule

This agreement shall begin 11/01/15 and end 10/31/18 .

Annual cost \$37,064.33 including tax.

Termination

The Customer retains the right to terminate this agreement upon ninety (90) days written notice for non-performance. The Contractor, upon being terminated by the Customer, will have immediate release from any responsibility under the terms of this agreement. The Contractor has the right to cancel this agreement upon thirty (30) days written notice.

Payment

Payment is due within 30 days of invoice date. Finance charge of 1.5% will be applied to any amounts or balances over 30 days. Accounts that are past due will not be serviced until account is brought up-to-date. Customer understands and accepts the fact that the delays in payments made to Russo Lawn & Landscape, Inc. may result in appropriate legal action being taken to collect monies owed to Russo Lawn & Landscape, Inc. Customer understands and agrees that costs of such legal action, including without limitation attorney fees, costs and expenses of suit or bringing suit, may be passed on to the Customer, and Customer accepts this condition.

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.

By Kevin Salters
Print Kevin Salters
Title Account Manager
Date 10/12/2015
Russo Lawn & Landscape, Inc.

By Ann M. Hanks
Print Ann M. Hanks
Title PRESIDENT
Date 10/13/15
The Common at Sinnott Farm

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