

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

The Contractor shall provide lawn and grounds maintenance services described in this Contract (the "Lawn and Grounds Maintenance Services") at 61 Woodland St., Hartford, CT for the Department of Administrative Services ("DAS") (the "Client Agency").

##### **I. Mowing**

- A. From May 1 through September 30 Contractor shall mow no less than once each week.
- B. Mowing height will be no less than one and a half inches (1.5") in height for all general lawn areas covered, and may not exceed four inches (4").
- C. More frequent mowing is required if general lawn growth exceeds "half again" the specified mowed height between cuts.
- D. At any time, before May 1 or after September 30, frequency of mowing will be regulated by the same standards and Contractor shall maintain the mowed height and intervals described in A, B and C above.
- E. Contractor shall mow and trim all berms and banked areas to the mowed height and intervals described in A, B and C above to insure a clean, neat appearance.
- F. Contractor shall collect and dispose of clippings off-site in a lawful manner, or use a mulching mower, casting clippings evenly on the lawn surface.
- G. Contractor shall remove all un-mulched clippings and excess turf clumping and dispose of off-site in a lawful manner.
- H. Contractor shall not deposit clippings onto the sides of buildings, walkways, stairways, roadways, driveways or cars. Lawn mowers should be used as to direct clippings away from these areas. The Contractor shall utilize a blower to remove clippings from these areas.
- I. Contractor shall remove all paper, trash, twigs and any other debris each week from all lawn areas as part of the lawn mowing service and shall dispose of such items off-site in a lawful manner. Contractor shall not begin mowing without first inspecting the lawn areas for such debris.
- J. During dry spells mowing may not be necessary on a weekly basis to maintain the mowed height and intervals described in A, B and C above. The Contractor shall not include mowing charges in their monthly contract fees if the lawn is not mowed in cases of dry spells or drought.

##### **II. Grass Trimming and Edging**

- A. At each mowing, Contractor shall trim all main entrance areas, walkways, areas around trees, shrub beds, plantings, fences, walls, etc. Contractor shall use trim mowers and/or flex nylon weed whips.

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- B. Contractor shall cut all areas of growth inaccessible by mowers with nylon weed trimmers, e.g. near building structures, around rocks, trees, etc.
- C. Contractor shall edge all mulch surrounds on all specimen and ornamental trees located within the lawn area at least once every two (2) weeks or every other mowing during total growing season.
- D. Contractor shall remove all clippings and associated debris from walkways, lot surfaces, roadways, and ornamental areas and dispose of off-site in a lawful manner.

#### **III. Planting:**

- A. Upon Client Agency approval, Contractor shall plant flowers in the spring and summer.
- B. Upon Client Agency approval, Contractor shall replace summer flowers with fall mums.
- C. Plants shall be provided by the Contractor after consultation with Client Agency.
- D. Quantities and pricing per the Price Schedule include all labor, delivery charges, etc.

#### **IV. Tree and Shrub Pruning and Trimming**

- A. Contractor shall trim and shape all hedges, shrubs, associated site plantings and ornamental trees to maintain proper growth patterns and uniform sizing and appearance, to the satisfaction of the Client Agency.
- B. Contractor shall professionally prune ornamental trees at least once per season. Contractor shall take special care in the pruning of tree growth in areas where such growth obstructs the free flow of visitor traffic.
- C. Contractor shall perform minor trimming of trees under the 30-foot level.
- D. Major pruning and trimming of the larger and more substantial site trees in excess of 30 feet high is not included in the monthly fee. Such work will be accomplished on an "as needed" basis for a mutually agreed upon additional cost.

#### **V. Weeding, Shrub and Flowerbed Care**

- A. Contractor shall perform general bed care, weeding, leaf blowing and trash inspections on a weekly basis.
- B. Contractor shall maintain ornamental stones and/or bark chip surfaces in an orderly and eye-appealing manner.

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- C. Contractor shall purchase, deliver and apply/install any additional ornamental mulch material of "like kind" needed to insure that sufficient quantities of material exist for the highest level of eye-appeal and weed control.
- D. Contractor shall remove and dispose of miscellaneous papers, cigarette butts, wrappers and trash, which become caught within the bed areas. Contractor shall take special care with the main entrance areas.

#### **VI. Spring Clean-Up**

- A. Contractor shall perform the spring cleanup tasks described in this section on or before May 2 of each year, or as requested by the Client Agency.
- B. Contractor shall mechanically de-thatch and aerate all turf areas as required, but no less than once per season.
- C. Contractor shall perform lawn rolling and spot seeding in bare areas.
- D. Contractor shall patch, reseed and thicken areas that have been damaged or are naturally sparse during the spring clean-up and on an ongoing, as needed basis. Reseeding will include any minor repairs of lawn bordering lots and driveways, and include damage from tire tread imprints, washouts and any other damage.
- E. Contractor shall perform shrub care, initial trimming, pruning and overall shaping of plantings.
- F. Contractor shall collect branches, limbs, leaves, debris and trash from property and dispose of off-site in a lawful manner.
- G. Contractor shall edge and hand weed all flower beds.
- H. Contractor shall re-align and set, as needed, mulch and stone beds. Contractor shall add new material as needed to insure the best possible appearance.
- I. Contractor shall remove sand and debris from all lawns and facility grounds; including impervious surfaces such as: driveway/entrance areas, concrete walkways and entrance areas, bituminous drives, plaza/patio pavers, etc. On parking lot and driveway/entrance surfaces, Contractor shall employ a truck mounted vacuum system to ensure all areas are completely free of sand and other debris accumulated during the winter months

#### **VII. Chemical Applications and Spraying**

- A. Contractor shall provide all agricultural chemicals required for proper care, feeding, upkeep and pest control.

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- B. Contractor must have an IPM plan in place at start of contract and provide it to the Client Agency (see Exhibit E: Department of Energy and Environmental Protection's IPM Plan which is a part of this Contract and incorporated herein).
- C. Chemical applications as herein listed must be accomplished by a properly certified and duly Connecticut licensed applicator.
- D. The Contractor shall supply Client Agency with a full listing of all chemicals that are to be used. As part of this documentation, the Contractor must provide to Owens, Renz & Lee Facilities Management as property manager for the State of Connecticut Department of Administrative Services at 61 Woodland Street, Hartford, CT. pertinent safety data sheets for all chemicals to be applied.
- E. Substitute pest-control chemicals require prior approval.
- F. Aerial spraying of chemicals is not allowed during Client Agency operating hours. This function must be completed after hours or when 61 Woodland Street, Harford, CT facilities are not open to the public or employees.
- G. Contractor is required to obtain prior clearance, approval and scheduling for all chemical applications whether spray or solid. No chemicals will be dispensed without obtaining prior approval of Owens, Renz & Lee Facilities Management as property manager for the State of Connecticut Department of Administrative Services at 61 Woodland Street, Hartford, CT.
- H. Chemical Application Schedule:

#### Fertilizers

- 1. Fall feeding of lawn and bed areas.
- 2. Spring feeding of lawn and bed areas.
- 3. Granulated lime applications (lawn area).
- 4. Deep feeding of ornamental trees and shrubs.

#### Weed Control

- 1. Spring applications of pre-emergent weed and insect control chemicals.
- 2. Use of weed suppressors within ornamental bed areas is encouraged. Contractor is to insure proper materials are selected to prevent damage to desirable growth.

### **VIII. Fall Clean-Up**

- A. Contractor shall perform fall cleanup tasks described in this section during the month of November, or as requested by the Client Agency.
- B. Contractor shall collect leaves on a continuing basis with collection completed at regular intervals during the fall leaf season. Under no circumstances will the Contractor be allowed to delay the regular collection and disposal of leaves. Collection and disposal will be no less than bi-weekly.

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- C. Contractor shall collect leaves, debris, and trash and dispose of off-site in a lawful manner.
- D. Contractor shall remove sand and debris from all lawns and facility grounds; including but not limited to the following impervious surfaces: concrete walkways and entrance areas, bituminous drives, pavers, etc.
- E. Contractor shall perform the work in a manner to ensure the entire grounds of the facility are completely free of sand and other debris accumulated during the summer months.

**IX. Storm Clean-up**

- J. Contractor shall clean up and dispose of all fallen leaves, branches and debris after storms. All debris must be disposed of off-site in a lawful manner.
- K. Contractor is not responsible under regular Exhibit B pricing for general clean up and/or repair of lawn areas caused by unusually severe storms, such as hurricanes, etc.
- L. Severe storm restoration and clean-up work will be accomplished for an additional fee upon receipt of prior written approval of Owens, Renz & Lee Facilities Management as property manager for the State of Connecticut Department of Administrative Services at 61 Woodland Street, Hartford, CT before work begins.

**X. Tools and Equipment**

- A. Contractor shall provide the necessary tools, equipment, operator(s) and any required licenses to perform the Lawn Maintenance Services.
- B. Contractor shall not store any equipment, materials or supplies on Client Agency property without prior written consent from Client Agency.
- C. Owens, Renz & Lee Facilities Management as property manager for the State of Connecticut Department of Administrative Services at 61 Woodland Street, Hartford, CT shall not supply, loan or otherwise provide any tools or equipment for the completion of this Contract.

**XI. Crew Size**

Contractor shall provide adequate trained personnel and equipment to insure that the routine mowing and trimming duties are completed within one regular workday or less.

**XII. Supervision**

The Contractor shall provide knowledgeable and competent supervision to insure that all tasks, responsibilities and duties are completed in a professional and safe manner.

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**XIII. Billing**

Billing for the season shall be divided into eight equal monthly payments and will be presented for payment by the Contractor each month from April through November, during the Contract period.

**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)(ii) 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.

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

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

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 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.