

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

Contractor shall provide lawn and grounds maintenance services described in this Contract (the "Lawn and Grounds Maintenance Services") at Altobello Hospital Campus located at 1 Undercliff Road, Meriden, CT for the Client Agency.

I. SERVICE AREAS

- A. The areas outlined throughout this Contract reflect two (2) areas of Client Agency responsibility. These areas are indicated on Exhibit F: Altobello Hospital Campus Site Map which is attached to this Contract and incorporated herein.
 - 1. Department of Administrative Services (DAS) Lawn Areas ("DAS Lawn Areas"): Highlighted on Exhibit F in yellow.
 - 2. Department of Developmental Services (DDS) Lawn Areas ("DDS Lawn Areas"): Highlighted on Exhibit F in blue.
- B. Exhibit B: Price Schedule reflects separate pricing for DAS Lawn Areas and the DDS Lawn Areas.
- C. Contractor shall invoice the DAS Lawn Areas and the DDS Lawn Areas separately for Lawn and Grounds Maintenance Services rendered.

II. SCHEDULE

- A. Contractor shall coordinate all work with the representative designated by the Client Agency (the "Client Agency Representative").
- B. Where the Lawn and Grounds Maintenance Services provided create an inconvenience or distraction to the Client Agency, certain of the Lawn and Grounds Maintenance Services may have to be halted or provided outside the normal Client Agency workday (Monday through Friday) or on the weekends. Such alternative provision of the Lawn and Grounds Maintenance Services will be solely at the discretion and upon the request of the Client Agency Representative.
- C. Contractor shall perform Basic Lawn Care Services (as such term is defined below) for the following areas during the growing season covering May 1st through November 30th. This schedule may be altered at the discretion of the Client Agency Representative.
 - 1. DDS Lawn Areas once per week.
 - 2. DAS Lawn Areas once every other week.

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III. BASIC LAWN CARE SERVICES

Basic Lawn Care Services include general mowing, grass trimming and clean up as described below (the "Basic Lawn Care Services").

A. General Lawn Mowing Services

1. All grass areas must be properly cut and trimmed to insure a clean, neat appearance is maintained.
2. Lawn Areas must be maintained at a height of 2.5 to 3.0 inches.
3. 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.
4. Contractor shall collect and dispose of clippings and grass clumps off-site in a lawful manner, or use a mulching mower, casting clippings evenly on the lawn surface.
5. 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.

B. Grass Trimming

1. At each mowing, Contractor shall trim abutting grass areas for all curbs, light poles, hydrants, dumpster areas, building foundations, fences, signs, sidewalks, trees, guard rails, etc.
2. Contractor shall use trim mowers and/or flex nylon weed whips.
3. Where applicable, Contractor shall trim and maintain the grass, brush, trees and weeds at a minimum of three feet from the back of all guardrails.

C. Clean-Up

1. Contractor shall collect and dump all leaves, sticks and brush in designated areas as directed by the Client Agency Representative.
2. Contractor shall rake and bag all trash and dispose of off-site in a lawful manner at the Contractor's expense.

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3. Contractor shall remove all dead and broken branches from trees and bushes as required.
4. Contractor may use sand sweeping vehicles as long as they do not produce dust clouds.
5. Contractor shall remove from the site and dispose of off-site in a lawful manner, all garbage or debris that is accidentally mowed.
6. Contractor shall not blow or dump grass, leaves, etc. in planting beds, landscaped areas, sidewalks, driveways, roads, wooded areas, or on asphalt areas (unless designated otherwise by the Client Agency Representative).
7. Contractor shall provide sweeping or blowing of cut grass from these areas after mowing.
8. Contractor shall bag and/or move any/all refuse, as required to meet the standards described in this Section.
9. When and where needed, the Contractor shall apply additional lawn seed to ensure a continuous lawn, which is free of gaps.

IV. ADDITIONAL SERVICES

Additional Services include, but are not limited to, the following and will be requested in writing at the option of the Client Agency Representative on an on-call basis.

A. Spring Clean-Up

1. Prior to the initial mowing, the Contractor shall remove all winter debris, leaves and sand from all paved areas including: sidewalks, roads and parking lots.
2. Contractor shall blow and/or dump all leaves, sticks and brush in designated areas as directed by the Client Agency Representative.
4. Contractor shall rake and bag any and all trash on the site and dispose of off-site in a lawful manner.
5. Contractor shall remove all dead and broken branches from trees and bushes as required.
6. Contractor may use sand sweeping vehicles as long as they do not produce dust clouds.
7. Where applicable, Contractor shall trim and maintain the grass, brush, trees and weeds at a minimum of three feet from the back of all guardrails.

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8. Contractor shall clear catch basins of leaves and debris.

B. Weeding of Landscaped Areas

1. Contractor shall keep all the following areas weed-free at all times: planting beds, tree beds, pavement and landscaped areas, parking lot islands and cracks in pavement and sidewalks.
2. Contractor's use of pesticides must follow the Department of Energy and Environmental Protection ("DEEP") guidelines.

C. Mulch

1. Contractor shall deliver and spread mulch materials as requested and directed by the Client Agency Representative.

D. Fall Clean-Up

1. Leaf raking and debris removal must be completed at intervals to be determined by the Client Agency Representative.
2. Contractor shall clean all grass, paved and fence lined areas of leaves and debris.
3. Contractor shall dispose of leaves and brush on-site as directed by the Client Agency Representative.
4. Contractor shall also provide end-of-season pruning for all shrubs and bushes throughout the fall season as well as elimination of any tree branches and limbs that may create a potential hazard.

E. Pruning – Tree and Shrub Care Services

1. This service is intended to maintain the health of trees and shrubs on-site.
2. Contractor shall prune and remove dead wood from of all trees and shrubs per generally accepted practices to ensure all ornamental trees and shrubs remain healthy and maintain an aesthetically attractive appearance to the satisfaction of the Client Agency Representative.
3. Contractor shall prune at appropriate seasonal times consistent with generally accepted practices for the various individual types of trees and shrubs (all suckers are to be removed immediately).

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4. Contractor shall prune all brushes and hedges to maintain an aesthetically attractive appearance to the satisfaction of the Client Agency Representative.
5. Contractor shall have and maintain all licenses required by DEEP throughout the duration of the Contract term. Including, but not limited to:
 - A. Ornamental and Turf Supervisory License
 - B. Arborist License
6. Contractor must have an Integrated Pest Management Plan ("IPM Plan") approved by DEEP in place on the Effective Date and provide a copy of it to the Client Agency Representative prior to the provision of any Services. Refer to Exhibit E: DEEP, Sample IPM Plan which is attached to this Contract and made a part hereof.

F. Insect Control

Contractor shall provide insect control per the specifications included in the attached sample DEEP IPM Plan. Refer to Exhibit E: DEEP, Sample IPM Plan.

G. Severe Storm Clean-Up

Contractor shall provide general clean up and/or repair of lawn areas caused by unusually severe storms, such as hurricanes, etc.

V. CHEMICAL WEED CONTROL AND INSECT CONTROL APPLICATIONS

- A. Contractor shall include all agricultural chemicals required for proper care, feeding, upkeep and pest control to the satisfaction of the Client Agency Representative.
- B. Contractor shall supply the Client Agency Representative with a full listing of all chemicals that are to be used.
 1. As part of this documentation, the Contractor must provide to the Client Agency Representative pertinent safety data sheets (SDS) for all chemicals to be applied.
 2. Under no circumstances will aerial spraying of chemicals be allowed during operating hours.
 3. All chemical dispersion must be completed after hours or when the grounds and facilities are not open to the public.

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- C. The Contractor shall obtain prior written clearance, approval and scheduling from the Client Agency Representative for all chemical applications whether spray or solid.
- D. Contractor shall not disperse chemicals without obtaining prior approval of the Client Agency Representative.
- E. Chemical applications must be performed by a properly certified and duly licensed applicator. License must be maintained throughout the duration of the Contract period.

VI. CREW SIZE

- A. Contractor shall employ and assign adequate quantities of trained, licensed (as required) personnel to complete all contracted tasks in a timely manner to the satisfaction of the Client Agency.
- B. Crews and equipment must be sized to insure that the routine mowing and trimming duties are completed within one regular workday or less.

VII. SUPERVISION

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

VIII. DAMAGE TO STATE AND/OR PERSONAL PROPERTY (In addition to the paragraph 15 of the contract document, the following applies.)

- A. Contractor shall be responsible for the repair or replacement costs of any damage to the State and/or personal property caused by the use, misuse, or negligence of the Contractor or its employees.
- B. The Contractor is responsible for reporting damage to property within seventy-two (72) hours of occurrence. The damage must be reported in writing.

IX. ADDITIONAL/AUTHORIZED SERVICES

- A. Contractor shall complete work in the time specified and/or allotted.
- B. Contractor shall not return to the site for additional lawn mowing services on top of those required by this Contract without prior written authorization from the Client Agency.
- C. Any invoice received for additional site work will be rejected unless prior written authorization from the requesting Client Agency is provided.

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X. GENERAL CONDITIONS

- A. Contractor will make every effort to complete the assigned tasks as scheduled. Task delays due to inclement weather conditions are to be addressed as soon as practical once the weather conditions improve.
- B. Contractor is encouraged to suggest ways 'to improve the overall appearance of the property, which are outside the scope of work defined.
- C. Contractor shall obtain Client Agency Representative written approval prior to implementing any changes outside of this scope of work.
- D. Contractor and its employees must wear a uniform or a company badge while working on the premises.

XI. INVOICES AND PAYMENTS (In addition to Section 4. Price Schedule, Payment Terms and Billing, and Price Adjustments of the Contract.)

For prompt payment processing, please mail invoices to the Client Agency Representative at the following address:

DAS – Properties and Facilities Management
165 Capitol Ave. Room G4
Hartford, CT 06106
Attn. Gary Faraci

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

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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.

(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.