

LANDSCAPING AND SNOW REMOVAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated this ____ day of _____, 2008, between Connecticut Lottery Corporation, a Connecticut quasi-public agency with a place of business at 777 Brook Street, Rocky Hill, Connecticut 06067 (the "CLC") and Lenares Landscape & Design, LLC, a Connecticut company with a principal place of business at 121 Styles Avenue, Newington, Connecticut 06111 ("Lenares Landscape & Design").

WITNESSETH:

WHEREAS, the CLC through a Request for Proposals dated September 17, 2008, (the "RFP"), solicited proposals from interested Vendors to provide landscaping and snow removal services at the CLC's office at 777 Brook Street, Rocky Hill, CT; and

WHEREAS, Lenares Landscape & Design submitted a Proposal dated September 26, 2008, to the CLC, ("Lenares Landscape and Design's Proposal"); and

WHEREAS, the CLC issued Addendum #1 dated September 22, 2008 to the RFP; and

WHEREAS, the CLC issued Addendum #2 dated September 23, 2008 to the RFP; and

WHEREAS, Lenares Landscape & Design's Proposal was evaluated along with other Proposals submitted by prospective Vendors and Lenares Landscape & Design was selected to provide landscaping and snow removal services for the CLC.

NOW THEREFORE, in consideration of the premises herein and of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Services.** Lenares Landscape & Design will be responsible for providing landscaping and snow removal services in accordance with the Scope of Required Services attached hereto as Appendix A.
2. **Term.** The term of this Agreement shall commence on October 24, 2008 and continue through October 23, 2012. Upon mutual agreement of both parties, this Agreement may be extended for three (3) additional two (2) year terms taken in whole or in part by providing Lenares Landscape & Design written notice no less than sixty (60) days before the end of the initial term or any successive term. Under no circumstances, however, shall this Agreement and any extension thereof last for more than ten (10) years.
3. **Payment Terms.** The pricing for the services to be performed under the Agreement shall be pursuant to the Pricing Schedule attached hereto as Appendix B. The payment schedule shall be as follows:
 - a. Monthly Services – Net thirty (30) days upon receipt of monthly invoice.
 - b. Additional landscape and maintenance services may be required above the scope of work detailed in Appendix A. Such additional work shall be quoted in writing to the

facility supervisor. Work may not commence until Lenares Landscape and Design receives a signed purchase order authorizing the work. Payment terms for Additional Services shall be net thirty (30) days upon receipt of invoice.

Lenares Landscape & Design shall submit invoices for services ordered, accepted and performed to:

Connecticut Lottery Corporation
Accounts Payable
777 Brook Street
Rocky Hill, CT 06067

4. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut. Any court actions related to this Agreement shall be filed in Connecticut Superior Court.

5. Indemnification. Lenares Landscape & Design shall indemnify and hold harmless the CLC, its directors, officers, President/CEO, agents, employees, vendors, retailers and the State of Connecticut against liability for any suits, actions, claims, losses, injuries, damages, awards, judgments and expenses of any character (including reasonable attorneys fees) arising from or relating to its performance under this Agreement. This indemnification shall survive the term of this Agreement and any extension thereof.

6. Termination for Cause. The CLC may terminate this Agreement for cause by providing written notice to the Vendor. The Lottery will not be liable for costs incurred for services rendered prior to termination if termination is for any of the causes, including but not limited to, those listed below.

a. If Lenares Landscape & Design furnished any statement, representation, warranty or certification in connection with the RFP or the resulting Agreement that is materially false, incorrect or incomplete.

b. If Lenares Landscape & Design fails to perform any material requirement of the Agreement or is in violation of a specific provision.

c. If the CLC is dissatisfied with the performance of duties associated with this Agreement and with the overall landscaping and snow removal services provided.

d. If Lenares Landscape & Design, or its subcontractor commits fraud or is involved in collusion, conspiracy or other unlawful or fraudulent activities.

e. If Lenares Landscape & Design attempts to overcharge or engage in "kickbacks" relating to services or products connected with this Agreement.

f. If Lenares Landscape & Design submits inferior services or materials to the CLC.

- g. If Lenares Landscape & Design sublets or subcontracts work without prior written approval of the CLC.
- h. If Lenares Landscape & Design fails to meet Agreement specifications and/or delivery dates.
- i. If the State of Connecticut enacts a statute which removes the authority or the ability of the CLC to conduct a Lottery.

In the event that a material breach is not cured within five (5) days after Lenares Landscape & Design has received written notice identifying such breach, the CLC will have the right to terminate the Agreement. This remedy shall be in addition to any other remedies available to the CLC.

7. Termination For Convenience. The CLC, at its sole discretion, may terminate the Agreement without cause for its convenience, upon fifteen (15) days written notice. Such termination shall be subject to the following provisions:

a. Reasonable Expenses and Cost of Services. If the CLC terminates the Agreement without cause for its convenience, Lenares Landscape & Design shall be entitled to reasonable expenses for products, materials, supplies, and services rendered for which compensation has not yet been made. The CLC will make no payments for finished work, work in progress, or raw materials acquired unnecessarily in advance or in excess of the CLC's delivery requirements.

b. Termination Voids Obligation or Liability. Upon written notification, the Agreement shall be null and void as of that date, and each party shall be relieved of any obligation or liability to the other, except with respect to any clauses specifically stated in the Agreement to survive termination.

c. Duty to Mitigate Damages. Upon receipt of termination notice, Lenares Landscape & Design must take all steps necessary to mitigate damages and expenses payable under this Section. Payment for such damages and expenses will be processed by the CLC within sixty (60) days of submission of satisfactory supporting documentation and invoices.

8. Force Majeure. Neither party shall be liable for delays or failure to perform as a result of acts of God, acts of war, epidemics, or natural disasters.

9. Modification of Agreement. This Agreement may not be amended or modified unless agreed to in writing by both parties.

10. Primary Vendor/Assignments. Lenares Landscape & Design shall perform the services under this Agreement as the primary vendor. Lenares Landscape & Design will not enter into any subcontracts for the performance of the services required under this Agreement without express written consent by the CLC, with the exception of subcontractor Todd Pogonelski (Arborist License #S-4314), as disclosed in the Proposal and as listed in Appendix C attached hereto,.

Lenares Landscape & Design may not sell, assign or transfer any interest in this Agreement without the prior written consent of the CLC.

11. **Advertising.** Lenares Landscape & Design agrees not to use either directly or implicitly, the CLC or its logo, or make any other reference to the CLC in any advertisement, brochure or other material as a means to induce business or otherwise, without the CLC's prior written consent.

12. **Sales and Use Tax.** Sales of tangible personal property or services to the Connecticut Lottery Corporation (CLC) are not subject to any sales or use tax under §12-816 of the general statutes.

13. **Non-Exclusive Rights.** If the CLC determines that different landscaping and/or snow removal services are required and are in the CLC's best interests, the CLC reserves the right to retain those services from any Vendor the CLC deems appropriate without notice to or prejudice to existing Agreement with Lenares Landscape & Design.

14. **Insurance Requirements.** Lenares Landscape & Design must maintain insurance throughout the term of this Agreement in the following amounts:

- 1) **General Liability.** In the minimum amount of \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property damage coverage. A certificate of insurance as proof of coverage naming the CLC as Additional Insured must be provided. Said certificate of insurance shall provide for thirty (30) days advance notice of any termination, failure to renew or default.
- 2) **Automobile Liability.** In the minimum amount of \$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Vendor in any capacity in connection with carrying out this contract. A certificate of insurance as proof of coverage naming the CLC as Additional Insured must be provided. Said certificate of insurance shall provide for thirty (30) days advance notice of any termination, failure to renew or default.
- 3) **Worker's Compensation.** In accordance with all State of Connecticut statutes and regulations. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease – each employee, and \$500,000 disease policy limit.

15. **Performance Bond.** Lenares Landscape & Design must maintain a Performance Bond with a company authorized to conduct business in the State of Connecticut with a minimum rating of B+ or better, in an amount not less than one year's estimated annual service fees estimated by the CLC to be \$30,000 during the term of this Agreement. The CLC will accept an annual

Performance Bond, however, neither non-renewal (or cancellation, if applicable) by the Surety, nor failure or inability of the Principal to file a replacement bond in the event Surety exercises its right to not renew this bond, shall itself constitute a loss to the Obligee recoverable under this bond or any extension thereof. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in the bond and this Agreement, then the terms of the bond shall prevail. The Surety must provide a minimum of sixty (60) days notice to the CLC if the Performance Bond is not to be renewed, or is being cancelled. In the event that the bond is not renewed or is canceled, the CLC reserves the right to terminate the Agreement.

16. Waiver. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the CLC to enforce any provision of this Agreement shall not be construed as a waiver thereof.

17. Notices. Any notices or demands, which must be given under this Agreement, must be sent by first class US mail, postage prepaid, and by electronic mail, as follows:

If to Connecticut Lottery Corporation:

[REDACTED]

If to Lenares Landscape & Design:

Mr. Michael Lenares
Lenares Landscape & Design
121 Styles Avenue
Newington, CT 06111
Telephone 860-666-3838
Facsimile 860-436-6049
E-mail tlenares@cox.net

18. Equal Employment Opportunity and Affirmative Action. Lenares Landscape & Design agrees that it will comply with all applicable statutes, laws and regulations pertaining to Equal Employment Opportunity and Affirmative Action.

19. Compliance with Applicable Laws. Lenares Landscaping & Design agrees to abide with all federal, state and local laws and regulations that apply to the services performed under the agreement.

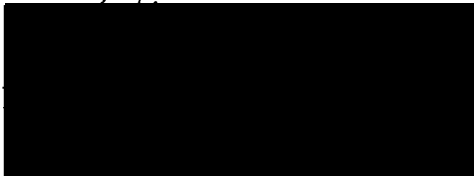
20. **Authorization and Entire Agreement.** The CLC and Lenares Landscape & Design each represent and warrant that it has full power, authority and legal right to execute, deliver and perform this Agreement and that this Agreement together with the Appendices has been duly authorized and represents the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first set forth above.

CONNECTICUT LOTTERY
CORPORATION

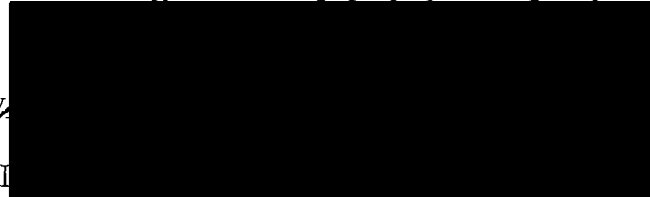
LENARES LANDSCAPE & DESIGN, LLC

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Duly Authorized

By



Duly Authorized

APPENDIX A - Scope of Required Services

A. Landscaping Maintenance

1) Mowing

Mowing equipment can be either reel or rotary, but in either case, the blades shall be kept sharp to cut the grass cleanly. Grass shall be maintained at a minimum height of 2½ inches. Mowing frequency shall be sufficient to keep the lawn neat in appearance and prevent the need for raking and clipping removal. If raking and clipping removal are required, it shall be at no additional cost to the CLC and clipping disposal shall be the responsibility of Lenares Landscape and Design. The removal and disposal of grass clippings from sidewalks, driveways, roads, parking lots, and stairways after mowing and edging must be done within three (3) hours after being deposited. Clippings must be removed from the premises and disposed of properly and according to applicable laws. Lawn clippings may not be dumped on site in wooded areas.

2) Pesticide Application

Lenares Landscape and Design is expected to minimize the volume and toxicity of pesticides used to limit human and environmental exposure. Achieving long term, environmentally sound pest control shall be managed by using alternative physical, mechanical, and biological pest control with the use of pesticides when warranted. Pesticides application shall be according to need and not by schedule.

Pesticides shall be applied by licensed personnel in a manner consistent with conservation best practices only to the extent necessary to control the invading species and prevent damage to vegetation. For each application, Lenares Landscape and Design must provide twenty-four hour advance notice to the facility supervisor or designee and receive express authorization to apply pesticides. MSDS sheets must be provided. The intent of this requirement is to allow sufficient time to notify CLC staff that may be susceptible to chemical irritants

3) Lawn Fertilization

Lenares Landscape and Design shall take soil samples at each location in late fall, and shall submit the soil samples for testing. A copy of the results shall be submitted to the facility supervisor or CLC designee and will be kept on file. MSDS sheets must be submitted to the facility supervisor or CLC designee prior to any and all fertilizer applications. Fertilizer shall be applied dry using drop or cyclone spreaders. Fertilizer shall be delivered to the site in new, clean, and sealed bags that are properly labeled describing the contents. The labeling must include the brand name of the product, the chemical analysis of each nutrient, the fertilizer grade, the net bulk, and the name and address of the manufacturer. The fertilizer and label shall conform to all existing State and Federal regulations and shall meet the standards of the Association of Official Agricultural Chemists. The CLC reserves the right to draw such samples and perform such tests as may be deemed necessary to insure compliance with these specifications.

4) Lime

The recommended rate for lime application shall be based upon a soil test analysis completed by a certified soil-testing laboratory. Soil sampling shall be done annually in late fall. A copy of the results shall be submitted to the facility supervisor and will be kept on file.

5) Edging

All lawn areas that abut the pavement, curbs, shrub beds, sidewalks, walkways, and steps shall be edged once every three weeks with the first edging to be completed by May 15 and continuing until October 30. All edging shall be accomplished using a rotating metal edged power edger specifically designed for edging.

6) Fall Leaf Removal

Leaves shall be raked, gathered, and removed from the entire site, including all bed areas and between shrubs, beginning October 15 and continuing every two weeks until November 30. Also, areas with pine needles are to be cleaned up during this time. The disposal of leaves and pine needles off site in accordance with recycling regulations is the responsibility of Lenares Landscape and Design. Leaves and pine needles may not be dumped on site in wooded areas.

7) Shrub, Border and Decorative Bed Maintenance

The maintenance of all beds shall include but not be limited to the pruning and removing of dead plants, raking out the beds, removing sand or debris, top dressing the beds with bark mulch and fertilizing shrubs as recommended by soil test analysis using granular commercial fertilizer with fifty (50) percent of the nitrogen derived from organic sources. Fertilizer shall be applied dry on top of the mulch in appropriate quantities and type. Lenares Landscape and Design shall keep ornamental beds, parking lots and curbing **weed free** by hand weeding where practicable and/or spot treating with herbicides (safe for the environment) as often as necessary. This is to be done April through November, every two (2) weeks. All old mulch around trees are to be dug out to a minimum of ground level, then replaced with two (2) inches of fresh mulch staying two (2) inches from tree base. Bark mulch shall be replaced as **required** to maintain a minimum depth of two (2) inches. All material replacement shall be with double-ground bark mulch and must be completed during the month of April. A top dressing of all mulch areas is required in April even if the mulch is two (2) inches deep. This paragraph applies to all mulched areas whether decorative or otherwise.

8) Tree and Shrub Maintenance

An Arborist license is required for tree and shrub maintenance which shall include the removal of unsafe trees, storm damaged trees and limbs, broken limbs, directional pruning to develop central lead shade tree heads and open heads for flowing trees, naturalistic pruning for evergreens, and removing dead trees. Fertilizing must be done with appropriate materials at the appropriate time. Storm damage shall be taken care of within 24 hours after the end of the storm. Mulched areas shall be maintained around the trees and shrubs, including replacement mulch in April to maintain a two (2") inch minimum depth, out to the drip edge of the crown with mulch even with the surrounding ground and graded to drain away from the trunks.

9) Litter Pick-up and Removal

Lenares Landscape and Design shall inspect the entire grounds, including shrub beds, decorative beds, sidewalks, driveways, roads, parking areas, patios, smoking areas, and all outlying areas, every week throughout the entire year and remove all litter, broken branches, and debris from all areas. The off site disposal of litter and debris is the responsibility of Lenares Landscape and Design.

10) Sweeping

Lenares Landscape and Design shall sweep and remove sand from all sidewalks, driveways, roads, steps, and parking lots three (3) times a year. The times for sweeping will be midwinter, spring, and fall. Actual dates for sweeping shall be coordinated with the facility supervisor; sweeping services must be scheduled for weekends. All catch basin sumps or drains shall be cleaned of sediment and all debris removed during the spring sweeping. Lenares Landscape and Design is advised that the CLC facility is adjacent to designated wetlands area; certain catch basins contain filter fabric and may require more frequent cleaning. It is Lenares Landscape and Design's responsibility to keep the filter fabric clean and replace fabric as necessary at no additional cost to the CLC. Lenares Landscape and Design is required during all sweeping operations to employ water wagons or other suitable methods approved by the CLC facility supervisor to control dust.

B. Snow Removal and Ice Control

General Statement

The requirement is to provide curb-to-curb snow removal and ice control for all entrances, exits, driveways, roads, parking areas, handicapped parking, sidewalks, and stairways so personnel and customers have safe access to the building and parking areas. Snow shall not be plowed or deposited on islands, wetland areas, drain-off holding pit or areas where shrubs are planted. Snow may be temporarily stored at the end of the parking aisles but shall be removed to designated snow storage areas within 24 hours after the snow stops falling. Equipment to be used for snow and/or ice removal on sidewalks shall not exceed 10,000 GVW. De-icer (non-injurious to concrete) will be required for concrete areas; example - stairways and sidewalks. Lenares Landscape and Design shall supply all labor,

tools, equipment, and materials used for snow and ice control. Equipment may be stored on site with prior approval of the CLC facility supervisor or designee.

1) Spring Clean Up

All damage to curbs, light standards, light bollards, concrete work, fixtures, signs and sign posts, parking lots, and plant material resulting from snow removal operations is the sole responsibility of Lenares Landscape and Design and shall be repaired or replaced in kind during the month of April in the following year at no cost to the CLC. Prior to April 30, Lenares Landscape and Design shall remove all sand, debris, litter, and other material that has been deposited on the property during the winter. All lawn areas, shrub beds, fence lines, and planting areas shall be raked and left clean. Also, re-seed lawn areas if needed. All such debris as stated above shall also be removed from non-contract areas if such material was deposited during snow operations. All affected shrubs or mulch beds will be raked out as needed, and any grass areas will be raked and re-seeded if needed.

2) Protection of Wetland Areas

Lenares Landscape and Design must adhere to the following list of Best Management Practices:

- a) Lenares Landscape and Design will not refuel equipment or machinery within 25 feet of any wetland area or watercourse.
- b) Lenares Landscape and Design must not allow any equipment to enter any wetland areas.
- c) Snow will be stored as directed in the General Statement under the Snow Removal and Ice Control section in this specification.
- d) Particular care must be taken to ensure that no sand, salt, or site sweepings enter any wetland area through any means.

3) Safety Requirements

Each and every employee of Lenares Landscaping that is involved in any portion of snow removal operations shall wear fluorescent safety vests at all times. All equipment must be in good working order and meet all current OSHA requirements. All vehicles must have flashing yellow beacons.

4) Maintenance of Site Lines

Lenares Landscape and Design must not leave any snow piles that block sight lines at stop signs, freight loading docks or exits that exceed three (3) feet high at any time.

5) Snow Removal Procedures

- a) Lenares Landscape and Design shall remove snow from all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, and stairways. Catch basins shall be kept open; fire hydrants must be shoveled out after each snowstorm depositing over one (1") inch of snow. Lenares Landscape and Design shall apply a 7-2 sand/salt mix applied with a mechanical spreader. An application of a calcium chloride/sand mix (50/50) shall be spread evenly by 6:00 a.m. to all sidewalks, stairs, and entrances. All sand used on sidewalks, stairs, and entrances shall be washed and screened. Additional sanding, salting and de-icing may be necessary as climatic conditions fluctuate around the freezing point. If

the storm continues throughout the workday Lenares Landscape and Design must maintain the stated travel ways open and clear during the operating hours the facility is open including interim removals of snow occurring during the day. Billing for multiple visits during the same storm shall be based upon the total snowfall depth of the storms as a whole not the depth of the snow that has fallen since the previous pass during the same storm.

- b) If the storm occurs during the night, Lenares Landscape and Design shall have completed by 6:30a.m plowing and cleaning all entrances, exits, driveways, roads, handicapped areas, parking areas, sidewalks, and stairways.
- c) Price for snow removal shall be paid for based on snowfall depths of 1" to 4", 4.1" to 8", 8.1" to 12", and over 12" according to pricing listed in Appendix B. All four (4) prices shall include full snow removal on driveways, roads, and parking lots, sidewalks, stairs with a curb-to-curb cleaning and scraping at the end of the storm and an application of a 7-2 sand/salt mix application after plowing. Prices shall also include a stairway and sidewalk cleaning and scraping down to the bare cement surface and an application of a calcium chloride/sand mix (50/50). Lenares Landscape and Design must provide cleaning of walkways, parking areas and full 7-2 sand/salt mix application of all parking lots, sidewalks, stairs, entrances, and handicapped parking areas for the next morning following the storm.

NOTE: Lenares Landscape and Design shall respond automatically (without receiving a call from the CLC) with the appropriate staff and equipment as outlined in these specifications whenever any storm depositing over one (1") inch of snow occurs or during ice-only storms.

- d) The CLC will notify Lenares Landscape and Design on a call-in basis if snow removal is required for a storm generating less than one (1") inch of snow. Snow removal for this situation will include a curb-to-curb cleaning of all driveways, roads, and parking lots, snow removal on all stairways and sidewalks, and a 7-2 sand/salt mix will be applied to all driveways, roads, and parking lots. An application of a calcium chloride/sand mix (50/50) will also be required for stairways and sidewalks.
- e) For snow relocation, Lenares Landscape and Design will provide the necessary tools, equipment, and operator(s) to relocate and pile snow at the facility to a specified location onsite.

APPENDIX B

Attachment B - PRICING SCHEDULE

Connecticut Lottery Corporation Invitation to Bid # CLC 200813

Grounds Maintenance and Snow Removal Services

Vendor Name LENARES LANDSCAPE DESIGN LLC	Phone 860.666.3838
Contact Person MICHAEL LENARES	Fax 860-436-6049
Street 121 STYLES AVE	City NEWINGTON
State CT	Zip 06111
Email lenares@cox.net	

Description	First Term	First Renewal	Second Renewal	Third Renewal	Fourth Renewal
Vendor agrees to provide landscaping, grounds maintenance services for the Connecticut Lottery Corporation at 777 Brook Street, Rocky Hill, CT as follows:					
A. Spring clean-up and edging per year	\$ <u>720.00</u>	\$ <u>720.00</u>	\$ <u>755.00</u>	\$ <u>790.00</u>	\$ <u>830.00</u>
B. Lawn mowing – per cut incl. seeding & garbage/debris removal.	\$ <u>180.00</u>	\$ <u>190.00</u>	\$ <u>210.00</u>	\$ <u>220.00</u>	\$ <u>220.00</u>
C. Fall Clean-up per year	\$ <u>1150.00</u>	\$ <u>1150.00</u>	\$ <u>1200.00</u>	\$ <u>1260.00</u>	\$ <u>1295.00</u>
D. Fertilization and grub control per year	\$ <u>2340.00</u>	\$ <u>2340.00</u>	\$ <u>2450.00</u>	\$ <u>2570.00</u>	\$ <u>2695.00</u>
E. Tree, shrub & Pruning per year	\$ <u>960.00</u>	\$ <u>960.00</u>	\$ <u>1,005.00</u>	\$ <u>1,055.00</u>	\$ <u>1,100.00</u>
F. Mulch application (per yard) incl. Costs for delivery and labor –					
Pine bark	\$ <u>60.00</u>	\$ <u>60.00</u>	\$ <u>65.00</u>	\$ <u>65.00</u>	\$ <u>70.00</u>
Natural cedar	\$ <u>65.00</u>	\$ <u>65.00</u>	\$ <u>70.00</u>	\$ <u>70.00</u>	\$ <u>75.00</u>
H. Sweeping – removal of sand accumulated from winter application – must be scheduled on weekend.	\$ <u>350.00</u>	\$ <u>350.00</u>	\$ <u>375.00</u>	\$ <u>395.00</u>	\$ <u>425.00</u>
I. Seasonal annual flowers & labor to plant – per year	\$ <u>800.00</u>	\$ <u>800.00</u>	\$ <u>840.00</u>	\$ <u>880.00</u>	\$ <u>925.00</u>
SEE NEXT PAGE FOR SNOW REMOVAL PRICING					

Description	First Term	First Renewal	Second Renewal	Third Renewal	Fourth Renewal
Vendor agrees to provide snow removal services for the Connecticut Lottery Corporation at 777 Brook Street, Rocky Hill, CT as described in Paragraphs 3 through 5 detailed above:					
J. Snow depth 1" to 4" per storm	\$ <u>625.00</u>	\$ <u>625.00</u>	\$ <u>650.00</u>	\$ <u>685.00</u>	\$ <u>725.00</u>
K. Snow depth 4.1" to 8" per storm	\$ <u>825.00</u>	\$ <u>825.00</u>	\$ <u>975.00</u>	\$ <u>975.00</u>	\$ <u>975.00</u>
L. Snow depth 8.1" to 12" per storm	\$ <u>1025.00</u>	\$ <u>1025.00</u>	\$ <u>1200.00</u>	\$ <u>1200.00</u>	\$ <u>1200.00</u>
M. Snow depth over 12" per storm	\$ <u>1225.00</u>	\$ <u>1225.00</u>	\$ <u>1400.00</u>	\$ <u>1400.00</u>	\$ <u>1400.00</u>
N. Sand and ice treatment only	\$ <u>675.00</u>	\$ <u>675.00</u>	\$ <u>725.00</u>	\$ <u>760.00</u>	\$ <u>795.00</u>
O. Snow relocation per hour					
Payloader	\$ <u>95.00</u>	\$ <u>95.00</u>	\$ <u>95.00</u>	\$ <u>105.00</u>	\$ <u>105.00</u>
Dump Truck	\$ <u>125.00</u>	\$ <u>125.00</u>	\$ <u>125.00</u>	\$ <u>135.00</u>	\$ <u>135.00</u>

APPENDIX C - SUB-CONTRACTORS - SEE NEXT PAGE

Attachment J - Bidder's Statement of Qualifications

Connecticut Lottery Corporation
Invitation to Bid # CLC 200813

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

Company Name LENARES LANDSCAPE + DESIGN LLC

& Address 121 STYLES AVE NEWINGTON, CT 06111

Number of years company has been engaged in business under this name: 12 years

List other names your company goes by: _____

List previous company name(s): LENARES LANDSCAPE + DESIGN - 1988-1996

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN SCOPE AND NATURE TO THIS INVITATION TO BID WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

Company Name & Address	Telephone Number	Dollar Value
FENNYWICK ESTATES 23 DACOSTA DR. NEWINGTON	TIM WIDDY - PRESIDENT 667-1730	\$42,000.00
NEWINGTON HEALTHCARE CTR - 240 CHURCH ST. NEWINGTON	CHRIS MCKINNEY - ADMINISTRATOR 667-2256	\$34,000.00
MTU - 275 RICHARD ST, NEWINGTON	NOEL NORMANDIN 883-8893	\$25,500.00

SIZE OF COMPANY OR CORPORATION:

Number of Employees Full Time 11 Part Time 3

Company Value: Equipment Assets \$350,000.00 Total Assets \$795,000.00

Is your company registered with the Office of the Connecticut Secretary of State? Yes No

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE? YES NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE INCLUDING MODEL, YEAR AND MANUFACTURER:

Model	Year	Manufacturer

please see attached. Attach additional sheets if necessary

Continued on page two

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID

HOME IMPROVEMENT CONTRACTOR # H1C0551440 - LENARES LANDSCAPE + DESIGN LLC
PESTICIDE SUPERVISORY # S-4030 - MICHAEL A. LENARES
PESTICIDE BUSINESS REG.# B-1129 - LENARES LANDSCAPE + DESIGN LLC
TODD POGONELSKI (ARBORIST # S-4314) OPERATORS # 26370

LIST ANY CRIMINAL CONVICTIONS, GUILTY PLEAS OR NOLO CONTENDERES AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

N/A

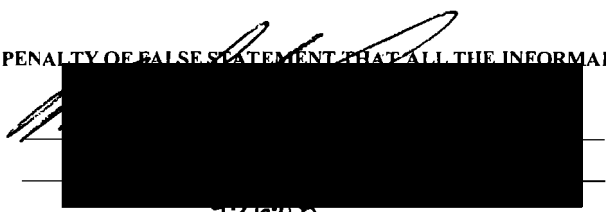
ATTACH ADDITIONAL SHEETS IF NECESSARY

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS or LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, DEMANDS, INVESTIGATIONS, AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

N/A

ATTACH ADDITIONAL SHEETS IF NECESSARY

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE



7/26/08
DATE