

LANDSCAPE MAINTENANCE SERVICES
SPECIFICATIONS
Year 2007

for

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
ALTOBELLO HOSPITAL CAMPUS, MERIDEN, CT

c/o DEMARCO MANAGEMENT CORPORATION
117 MURPHY ROAD
HARTFORD, CT 06114

**AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

1. PARTIES

THIS AGREEMENT is between the Owner and the Contractor.

2. FACTS

2.1 Owner. As specified in Schedule A.

2.2 Contractor. Contractor is a Connecticut corporation that is in the business of providing Landscape Maintenance services and has the expertise and experience of such business to provide first-class services for professional office buildings.

2.3 Specifications. Contractor has carefully reviewed the Specifications and is familiar with the requirements thereof. The Specifications are attached hereto as Exhibit B and incorporated herein by this reference as if set forth in full.

2.4 Purpose. Owner desires to engage Contractor for the purpose of providing Landscape Maintenance services for the property grounds and Contractor seeks to be so engaged, on the terms and conditions set forth in the Agreement.

3. ENGAGEMENT OF CONTRACTOR

3.1 Services. Owner hereby engages Contractor to perform and Contractor hereby agrees to perform the services identified on the Specifications on terms and conditions contained in this Agreement and in the Specifications. Such services are hereafter referred to as the "Services".

3.2 Independent Contractor. Contractor is engaged as an independent contractor, and all persons employed to furnish the services shall be subject to the direct control of Contractor. Contractor shall be solely responsible for paying salaries, taxes (including, but not limited to federal social security taxes and federal and Connecticut unemployment taxes) and all other expenses relating to its employees.

3.3 Equal Opportunity. Contractor shall not discriminate in its employment practices on the basis of race, religion, sex, age, or national origin and shall comply with all federal, state, and local laws regulating employment practices.

3.4 Labor Disputes. Contractor shall not permit any dispute between labor organization and Contractor to result in a work stoppage or any form of picketing or protesting in or near designated property or the common areas, and shall take all necessary actions to abate such activities.

4. COMPENSATION

4.1 Payment. Payments will be made monthly in the amount of one hundred percent (100%) of the value of the service satisfactorily completed during each month including extras, if any, after receipt and approval of invoices by Owner's representative within thirty (45) days of receipt of invoice. The fee structure as noted in Exhibit 'B' shall apply for all identified services.

4.2 Withholding Funds. Owner will retain from any payments due here under sufficient funds for the following reasons:

4.2.1 To discharge any delinquent accounts of Contractor for which liens on designated property have been or can be filed, and Owner may at any time pay there from for Contractor's account such amounts as are admittedly due there from. Funds will be withheld for any work deemed by Owner's representative as not meeting the requirements of this Specification.

4.2.2 To provide funds to cover cost of property damage by Contractor to designated property. All expenses to cover damages shall be completed by Contractor approved by Owner.

5. PERFORMANCE OF SERVICES

5.1 Standards of Performance. Qualified, competent and efficient personnel in accordance with the recognized best practices and industry standards and in a manner so as to minimize the risk of injury to persons and property shall perform the services. If for any reason a person employed by Contractor is not performing in accordance with the foregoing standards, Contractor shall immediately relieve such employee from his duties and shall simultaneously substitute another employee.

5.2 Equipment. Contractor will provide all Landscape Maintenance equipment and materials necessary to perform the services.

5.3 Hiring, Training, and Supervision. Contractor shall be solely responsible for the hiring, training, and supervision of its employees, subject to the terms and condition of the Agreement and of the Specifications.

5.4 Compliance with Laws. In performing the Services, Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be for one season that is generally understood to be **April 5, 2007 to November 30, 2007.**

6.2 Termination. Either party to this Agreement may terminate this Agreement at any time without cause by giving the other party not less than thirty (30) **days** prior written notice of such termination; provided, however, that Owner may terminate this Agreement upon forty-eight (48) **hours** prior written notice to Contractor if Contractor, for any reason whatsoever, fails, refuses, or is unable to perform the Services in accordance with this Agreement, as determined by Owner at its sole discretion.

7. INSURANCE AND EMPLOYEE BONDS

7.1 Workers' Compensation. Contractor shall obtain and maintain throughout the term workers' Compensation and Employer's Liability Insurance, which shall comply with the statutory requirement of the State of Connecticut and shall apply to all persons employed by Contractor.

7.2 Comprehensive Liability Insurance. Contractor shall obtain and maintain during the term of this Agreement Primary Comprehensive General Liability Insurance (including Automobile Insurance) in limits of not less than Two Million Dollars (\$2,000,000) per each occurrence for injury or death for any number of persons, and of not less than One Million Dollars (\$1,000,000) per each occurrence for property coverage for Contractor's obligation under Section 7 thereof.

7.3 Evidence of Insurance. Contractor shall furnish to Owner a copy of such insurance policies as Owner may request and insurance policies within ten (10) days of the execution of this Agreement. Such certificate shall provide that Owner shall receive at least thirty (30) days prior written notice of cancellation, and shall name the Owner and Management Company of the Building(s) as co-insured.

7.4 Insurance Ratings. All insurance obtained by Contractor shall be maintained with a responsible company or companies (with a Best's rating of B+ 13 or better) approved by Owner, and shall insure the Owner, Manager, mortgagees, ground lessors, agents, representatives, officers, directors, employees, independent contractor, invitees, and any other parties designated by Owner from time to time (collectively, the Indemnities) and Contractor, as their respective interests may appear, to the extent indemnified pursuant to Paragraph 8, against all claims, demands, or actions for injury, death, and property damage.

8. INDEMNITY

Contractor shall indemnify, hold harmless and defend the Owner, its employees and agents, from and against any and all suits, actions, legal proceeding, claims, losses, demands, costs and expenses of any kind and character (including, but not limited to, attorney's fees and expenses) arising directly or indirectly out of or by reason of any liability or obligation in any manner caused, or occasioned or claimed to be caused or occasioned by any act, conduct, omission, fault or sole or concurrent negligence of Contractor, or anyone acting on behalf of Contractor in connection with or incident to this Agreement or the performance of the Services. Contractor shall not indemnify and hold harmless Owner, its servants and employees, from and against any loss, damage, injury, liability, claim or lien for injury to person or property, or death of any person resulting from the negligence or willful misconduct of Owner, its servants or employees, or from any defect on owner's premises, or for any strict liability or liability with out fault which is imposed on or sought to be imposed on Owner, its servants and employees.

Owner shall not indemnify and hold harmless Contractor from and against any loss, damage, injury, liability, claim or lien resulting from the sole or concurrent negligence or willful misconduct by the Contractor, or anyone acting on behalf of Contractor.

9. MISCELLANEOUS

9.1 Assignment. Owner may assign its rights and delegate its obligations under this Agreement without the consent of Contractor. Contractor may not assign its rights or delegate its obligations under this Agreement without the Owner's prior written consent which may be withheld at Owner's sole discretion.

9.2 Successors and Assigns. Subject to the provision of Paragraph 8, this Agreement conflict with or contradict the provisions set forth in the Specifications, the provisions of this Agreement shall control.

9.3 Conflict with Specifications. In the event that any of the terms of this Agreement conflict with or contradict the provision set forth in the Specifications, the provisions of this Agreement shall control.

9.4 Entire Agreement. Except as otherwise provided herein, this Agreement supersedes all prior understanding and agreements, oral or written, between the parties concerning the subject matter hereof.

9.5 Notices. Notices, requests, and demands or other communication hereunder shall be in writing and shall be delivered personally or shall be deemed delivered forty-eight (48) hours after deposit with the U.S. Postal Service, postage prepaid, first class, as set forth in Schedule A.

9.6 Connecticut Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

9.7 Attorney's Fees. If either party brings an action to enforce or interpret any of the terms of this Agreement, or to recover damages as a result of a breach of hereof, the prevailing party shall be entitled to recover from the party not prevailing its costs and expenses, including reasonable attorneys' fees, incurred in prosecuting or defending the actions and any appeals taken therefrom.

GENERAL CONDITIONS

EXHIBIT 'A'

1. SCOPE

A. Coverage:

The contractor shall perform the following specified services throughout the entire premises, as is defined in the following and attached Exhibit 'B'.

B. Quality:

The intent of this specification is that the Contractor will provide Landscape Maintenance services of a character customarily provided to first-class building developments in Central Connecticut, whether such services are included in the specifications or are special services requested by the Owner or a tenant of the Owner. Owner to be sole judge of said quality and required frequency of services to be provided herein.

2. GENERAL

A. Schedule:

Generally, landscape maintenance services can be provided during normal working hours Monday through Friday. Should the occasion arise where the services provided create an inconvenience or distraction to the Owner certain services may have to be halted or provided outside the normal workday or on weekends. Such occasions will be solely at the discretion of the Owner.

B. Supervision:

Contractor shall employ competent supervisory personnel who will inspect the property **weekly** and be available to respond to client questions and concerns as requested. The Supervisor shall investigate all tenant complaints, report all items needing improvement or maintenance and generally supervise the landscape maintenance services of the premises.

C. Personnel:

Contractor shall employ on the premises only persons skilled and trained in the work assigned to them. Contractor shall promptly furnish substitutes qualified for any employees that, in the sole opinion of the Owner, are unsatisfactory.

D. Rules:

Contractor shall at all times maintain good order among its employees and shall ensure compliance with building rules and regulations, copies of which will be provided by the Owner from time to time.

LANDSCAPE MAINTENANCE SPECIFICATIONS EXHIBIT 'B'
AND PRICING SCHEDULE

Specifications for: **Altobello Hospital Campus, Meriden, CT**

I. SERVICE AREA:

- The areas to be serviced are noted on the map provided at the pre-bid inspection.

II. SPRING CLEANUP:

- Sweeping or raking of lawn areas to remove winter sand and trash.
- Prune or remove broken limbs on trees and shrubs, eliminate any potential safety hazards.
- Remove leaves from the roadway drainage swale ascending the hill on the right hand side of the road starting at Kimball Hall and ending at the power house building located ant the next intersecting roadway.

III. LAWN CARE:

- As weather permits, begin mowing the lawns in April.
- Mowing is to continue throughout the growing season through mid-November with mowing to occur every 7-10 days or as needed and directed by the owner. Maintain grass heights of 2.5 inches to 3.0 inches throughout the growing season removing any excess clippings immediately following the cutting application. All clippings are to also be removed from the parking areas, roadways and sidewalks immediately following the cutting application.

IV. TRIMMING:

- All curbs, light poles, hydrants, dumpster areas, building foundations, fences, signs, sidewalks and trees are to have the abutting grass areas trimmed the same day that mowing occurs.

V. FALL CLEAN-UP:

- All leaves will be removed from the property at intervals to be determined by the owner throughout the fall season. This includes all lawn areas, parking areas and sidewalks. Special attention is to be given to the roadway drainage swale on the right hand side of the road ascending the hill starting at Kimball

Hall and ending at the power house at the next intersecting roadway. The overall property must always be maintained with a neat and clean appearance. Leaves and brush may be disposed of on site as directed by the Property Manager

- Throughout the fall season all fallen tree limbs and branches are to be removed from the property as well as the elimination of any tree branches and limbs that create a potential safety hazard.

VI. GENERAL CONDITIONS:

- 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.
- Should weather conditions cause an unexpected amount of debris to be spread over the property the contractor will clean-up the debris as quickly as possible.
- Contractor is encouraged to suggest ways to improve the overall appearance of the property which are outside the scope of work defined. The contractor will receive owner approval prior to implementing any changes outside of this scope of work.

VII. PRICING:

- Contractor Seasonal Pricing for the term of contract is \$_____ broken down as follows:
 - Spring clean up \$_____
 - Mowing \$_____
 - Fall clean-up \$_____

- Contractor monthly billing (8) months \$_____

VIII. OPTIONAL PRICING:

- The following services are not part of the contract and for pricing only and the performance of these services are at the option of DeMarco Management Corp.
 - Parking lot and roadway sweeping \$_____
 - Hourly rate for special projects \$_____

