SNOW AND ICE REMOVAL CONTRACT

AGREEMENT made as of this __ day of October, 2010 between Simons Real Estate Group, Inc. as agent for ("Owner") **Department of Public Works, State of Connecticut** and ("Contractor') **Primary Landscaping, LLC**. relating to services at ("the Property") 300 Corporate Place, Rocky Hill, CT and 2116 Main Street, Newington, CT as follows:

A. Contractor agrees to perform the services described in the Contract Documents being this Agreement and the Snow Removal Specifications (Exhibit A) and the General Conditions (Exhibit B) both attached hereto and made part hereof.
B. The contract period is set forth in Exhibit A. Either party may terminate this contract upon thirty (30) days written notice to the other party.
C. For said services, Owner's Agent on behalf of Owner shall pay the Contractor the amounts set forth in Exhibit A. If this contract is terminated for any reason as provided herein, only those services authorized by this contract shall be paid.
D. The Owner's Agent is Simons Real Estate Group, Inc, 433 South Main Street, West Hartford, CT 06110

OWNER:

By: SIMONS Real Estate Group, Inc,
A Connecticut corporation as
Agent for the Owner

By: _____

Name: _____

Title: _____

Address: _____

_____

CONTRACTOR:

By: Primary Landscaping, LLC

By: _____

Name: _____

Title: _____

Address: _____

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Exhibit A
Snow Removal Specifications

Contract Period: Commencing each November 1 of 2010, 2011 and 2012, or the first accumulative snowfall, through each March 31 o f 2011, 2012 and 2013, or the last accumulative snowfall.

Areas of Responsibility: Chief States Attorneys office 300 Corporate Place, Rocky Hill, CT 06067 and 2116 Main Street, Newington, CT, 06111. Parking lots, sidewalks, loading docks, all building entrances and exits and fire hydrants.

Snow Fall Amounts for Plowing and Clearing of all Sidewalks

300 Corporate Place, Rocky Hill, CT

Snowfall	Amount per Storm
Dusting to 3"	$480.00
Greater than 3'1" up to 6"	$580.00
Greater than 6.1" up to 9"	$680.00
Greater than 9.1' up to 12"	$780.00
Additional cost over 12"	$40.00 per inch

2116 Main Street, Newington, CT

Snowfall	Amount per Storm
Dusting to 3"	$105.00
Greater than 3.1" up to 6"	$130.00
Greater than 6.1" up to 9"	$145.00
Greater than 9.1" up to 12"	$185.00
Additional cost over 12"	$30.00 per inch

- The official snow fall recording shall be per www.ctweather.com for the closest town of Wethersfield. When contractor submits their invoice, it is required to include a copy of the storm totals for each storm/event.

- The snow removal will commence upon one inch (1") of accumulated snow. If a substantial snowfall is expected (weather forecast projections), the Contractor will be prepared to respond immediately.

- The Contractor will respond immediately and sand/salt all areas of responsibility in the event of slippery condition such as sleet, freezing rain, or a snowfall of less than one (1") inch.

- These areas are to be plowed and/or sanded and all work is to be completed as close to and prior to 6:00 am as practical, including Saturdays, Sundays and holidays.

The Property Manager must approve these services prior to commencement of work.

- Snow relocation on-site : $25.00___/ hour
- Snow removal off-site: $130.00__/ hour

Additional Optional Services, after storm/event if requested by Property Manager

- Application of de-icer to sidewalks at:
  300 Corporate Place, Rocky Hill $85.00_____per application
  2116 Main Street, Newington $35.00_____per application

- Application of sand/salt to parking lots
  For full coverage at:
  300 Corporate Place, Rocky Hill $175.00_____per application
  2116 Main Street, Newington $ 45.00_____per application

- Application of sand/salt to parking lots
  In drive aisles only at:
  300 Corporate Place, Rocky Hill $75.00_____per application
  2116 Main Street, Newington $45.00_____per application

- Spot sanding during freeze/thaw at:
  300 Corporate Place, Rocky Hill $75.00_____per application
  2116 Main Street, Newington $45.00_____per application

- The contractor must maintain 24-hour phone message contact with the Owner's Agent and will appear on-site with the necessary equipment and personnel available within one hour.

- Stand-by service is to be available during a snowfall to keep all walkways and entrances cleared periodically throughout the duration of the storm/event.

- All areas of responsibility will be thoroughly sanded/salted as required.

- Damage to curbing must be avoided. All islands, curbs, etc. shall be properly staked, which cost is included in the per storm amounts. Any damage that does occur to the concrete or asphalt curbing will be repaired at Contractor's expense promptly after the snow season has ended but in no event any later than May15th, or upon the opening of asphalt production plants.

- Contractor will be responsible to repair all damage to the property resulting from snow removal operations, including to permanent object, fencing, shrubs, trees, light poles, bollards, signage, lawn areas. All damage must be repaired as soon as practical and at the satisfaction of Owner.

- Contractor must represent that in the event of the breakdown of Contractor's equipment, and /or inability of Contractor's employees to handle the work, that contractor shall have a back-up arrangement to provide all of the services identified herein.

- Contractor shall also keep the area around the dumpsters and all catch basins free and clear of snow and ice.

Additional Requirements

- Owner requires that Contractor provide the Owner's Agent a current certificate of insurance throughout the term of the Contract. Said certificate shall name **Simons Real Estate Group, Inc and the Department of Criminal Justice, Department of Public Works, State of Connecticut as "additional insured".**

General Liability Coverages

Commercial General Liability	$1,000,000 per occurrence
Bodily Injury	$1,000,000 per occurrence
General Aggregate	$2,000,000 per occurrence
Medical Expenses	$5,000 per occurrence
Employee Liability	$1,000,000 minimum
Employee Dishonesty and Depositors Forgery	$20,000(for any subcontractor that handles funds in behalf of the DPW).

Worker's Compensation Coverages

Each Accident	Per Statutes

Automobile Liability Coverage

Bodily injury and property damage must have a combined limit of not less than $1,000,000 per accident for owned, non-owned and hired vehicles.

Exhibit B
General Conditions

1. **Definition**

1. "Services" means any and all tasks necessary to complete the Project, and includes labor, materials and equipment needed to accomplish such tasks.

2. "Project" means the Project specified in the Contract Documents.

3. "Contract Documents" means the documents so identified in this Agreement and all amendments or changes made thereto in accordance with this agreement.

2. **Duties of Contractor**

1. The Contractor shall provide all labor, materials and equipment necessary to accomplish the Services and shall supervise and direct the Services to ensure that same are accomplished in all respects in accordance with the Contract Documents, regulations, ordinances and codes applicable to the Services. Contractor may, with the prior approval of the Owner's Agent, procure Subcontractors to accomplish one or more aspects of the Work, provided that the Contractor remains fully liable to the Owner for the acts or omissions of any Subcontractor, and that no Subcontractor shall be deemed to be a contractor of the owner.

2. Contractor agrees not to make claim for any extra Services unless the extra Services have been ordered in writing by the Owner and the cost thereof to the Owner has been agreed upon in writing. Any extra Services furnished by Contractor except in accordance with the foregoing, will be done so at Contractors sole cost and expense.

3. Contractor shall keep the Property free and clear at all times of all excess materials, debris and equipment.

3. **Owner and Duties of Owner Agent**

1. Owner's Agent shall act as the sole liaison between the Contractor and Owner. Owner's Agent shall interpret the Contract Documents, and shall review the Services and determine whether the Services are performed in accordance with Contract Documents and in a first class manner, and may reject any services not so conforming or give such instructions as in Agent's discretion, may be necessary to correct and deficiencies. The Owner's Agent shall approve any payments to the Contractor, based on its observation of the Services. No change to the Contract Documents shall be binding upon the Owner unless approved in writing by the Owner's Agent.

2. No general partner, officer, director, principal, employee, agent, affiliate or shareholder of Owner shall be personally liable for the performance of Owner's obligations under this Agreement. The liability of Owner for Owner's obligations under this Agreement shall be limited to Owner's interest in the property where the Services are being performed, and Contractor shall not look to any of Owner's other assets for enforcement or satisfaction of any such obligation, nor shall Contractor seek recourse for such enforcement or satisfaction against any general or limited partner, officer, director, principal, employee, agent, affiliate or shareholder of Owner.

3. Contractor acknowledges that Owner's Agent is acting in connection with the performance of this Agreement solely as Agent for Owner, and is not to be held liable for any claims or obligations that may accrue to Contractor in connection with the performance of this Agreement.

4. Termination or Completion of Contract

1. Contractor shall remain obligated after the termination of this Agreement to reimburse to Owner any amounts necessary to obtain a discharge of any liens arising directly or indirectly in connection with the Services performed that may exist after final payment has been made, including reasonable costs and attorneys' fees.

2. Acceptance of final payment by the Contractor shall constitute a release by the Contractor of the Owner and Owner's Agent from any and all claims arising out of this Agreement.

3. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

5. Contractor's Representations and Indemnity

1. Contractor represents and warrants that Contractor and each Subcontractor (if any) or employee of Contractor or Subcontractor (if any) retained for the purposes of accomplishing the Services has or shall have prior to commencing the Services all necessary licenses, permits and certifications required in order to accomplish the Services in accordance with al applicable laws, rules, regulations and rulings.

2. The Contractor agrees to indemnify, hold harmless and pay reasonable costs of defense of, the Owner, the Owner's Agent and their respective direct or indirect principals, affiliates, officers, directors, partners, agents and employees from and against all claims, damages, losses, and expenses including reasonable attorneys' fees, arising out of or alleged to arise out of or resulting from the negligent performance of the Services, or the negligent failure to perform the Services, including but not limited to all claims, damages, losses or expenses which may be (a) attributable to bodily injury, sickness, disease or death, or to injury to or

destruction of tangible property, and (b) caused by any negligent act or willful misconduct of the Contractor, any Subcontractor of Contractor, anyone employed by any of them, or anyone for whose acts any of them may be liable, or by anyone acting for or on behalf of either or both of them. Such obligations shall not be construed to negate, waive, or otherwise reduce any other right of indemnity which would otherwise exist as to any indemnity described in this article.

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6. Insurance

1. The Contractor and each Subcontractor (if any) who may be engaged by the Contractor in accordance herewith shall purchase and maintain the following insurance: (a) Commercial General Liability including Premises operations, independent contractors completed operations, broad form property damage, personal injury and blanket contractual liability with limits as described in Exhibit "A" Snow Removal Specifications. The Owner and Owner's Agent shall be named as additional insured under Contractor's Commercial General Liability insurance using a standard I.S.O. for or its equivalent. This insurance can be carried under a blanket policy but must be primary insurance for the Owner and Owner's Agent against all the categories of claims/losses described in the preceding article on indemnity. (b) Business automobile policy including owned, hired and non-owned automobile with the Owner and Owner's Agent included as additional insured with limits of liability for bodily injury and property damage per occurrence and per annual aggregate of not less than the Contractor's liability insurance requirements. (c) Statutory worker's or workmen's compensation including occupational disease with an employer's liability limit of at least $500,000. (d) Property insurance on the Contractor's property including but not limited to tools and equipment not intended to be incorporated into the work.

2. The foregoing policies shall contain a provision that coverage's afforded under he policies shall not be cancelled, materially changed or non-renewed until at east thirty (30) day prior written notice has been given to the Owner's Agent by certified mail, return receipt requested. Certificate of insurance showing such overage's to be in force shall be filed with the Owner's Agent prior to the commencement of the service.

7. Miscellaneous

1. This Agreement and the Contract Documents shall constitute the entire agreement of the parties and shall supersede any other agreements that may exist between the parties as of the date hereof. To the extent any provision of any of the Contract Documents is inconsistent with any of the General Conditions, the General Conditions shall govern.

2. The Agreement shall be governed by the laws of the State of Connecticut.

3. All notices to be given pursuant to or in connection with this Agreement, whether required to be given hereunder or not, shall be in writing and delivered by (a) certified mail, return receipt requested, or (b) by messenger, with acknowledgement of receipt returned to sender, to Contractor or Owner's Agent as may be the case, and their respective addresses set forth in the Agreement.