

FAIRLINGTON ARBOR

LANDSCAPE SPECIFICATION

TABLE OF CONTENTS

I. GENERAL INFORMATION

1.1	Introduction	Page 1
1.2	Supervision and Qualifications	1
1.3	Time and Duration of Contract	1
1.4	Contractor Behavior and Responsibility	2
1.5	Calendar of Work Tasks	2

II. BASIC SERVICES

2.1	Spring Cleanup	3
2.2	Mowing	3
2.3	Edging Beds and Walkways	4
2.4	Weeding	4
2.5	Trimming	4
2.6	Pruning	4
2.7	Mulching	5

BASIC SERVICES CONTINUED

2.8 Fertilization - Lawns 6

2.9 Lawn Herbicides 6

2.10 Leaf Removal 6

III. TERMS OF CONTRACT

3.1 Indemnity and Insurance 7

3.2 Certification and Permits 7

3.3 Deductions 8

3.4 Renewal of Contract 8

IV. CALENDAR OF REQUIRED WORK

EXHIBIT A

SECTION 1

GENERAL INFORMATION

1.1 Introduction

Fairlington Arbor is a historic townhouse and garden condominium project consisting of 367 family units, 5 tennis courts, swimming pool, tot lot, etc. It occupies 25.3 acres overall with 12 acres of open maintainable area. Individual owners are responsible for the maintenance of the limited common areas (within the patio fences). Briefly, the general common elements which must be maintained under this contract are the land areas between the buildings, common area fences, the fence along route 7 to the center line of South Wakefield, South 34th, South Utah, and South Taylor Streets, and both sides of South 36th Street. Specifically, maintenance shall be provided for all foundation plantings, lawn streets and lawn trees, perennial beds, traffic islands, annual beds and special areas such as the pool area, tennis courts and tot lot.

1.2 Supervision and Qualifications

The contractor shall provide all labor, equipment, and materials necessary to perform the maintenance and grounds improvements of Fairlington Arbor. The contractor shall provide qualified personnel to supervise all phases of the grounds maintenance operations. Qualifications shall include but not be limited to a Horticultural, Turf Science, or Landscape Management degree, with a minimum of five years experience. Personnel shall have an excellent knowledge of professional horticultural practices and procedures. Supervisor shall be on site at all times during maintenance operations in Fairlington Arbor.

1.3 Time and Duration of Contract

This contract shall be in effect January 1, 2000 through December 31, 2000. Grounds maintenance work, other than mowing, shall be done between the hours of 7:30 A.M. and 6:00 P.M., Monday through Friday. Mowing of the grass inside the pool enclosure shall be performed between the hours of 7:30A.M. and 9:30A.M. every Thursday. All other mowing shall be performed between the hours of 7:30 A.M. and 6:00 P.M. on Thursdays. If weather precludes mowing on Thursday, the work shall be performed on the next appropriate day.

In the event that poor weather has delayed or hampered normal maintenance procedures during the week Saturdays may be use with the permission of the Facilities Manager.

Work should not be scheduled on Federal Holidays. Holidays will only be used with the permission of the Facilities Manager. Grounds maintenance on Saturdays shall not begin prior to 9:00 A.M. and not extend past 5:00 P.M. To avoid unfinished maintenance throughout the weekend, work which cannot be completed in one day should not be started on Friday. It is agreed and understood by the contractor that when work starts on any and all sections of this contract and should work not be completed on that day, that the contractor will return the next day (exceptions noted above) and complete the given task, weather permitting.

1.4 Contractor Behavior and Responsibility

In performance with all the following specifications:

All employees will comply with instructions pertaining to conduct and regulations issued by the Facilities Manager.

All personnel employed by the contractor will be thoroughly screened before hiring.

All machines will be of such type and condition as to cause no hazards or dangers to persons or property of Fairlington Arbor.

All materials not specified will be of such type and quality to perform their prescribed job without damage.

1.5 Calendar of Tasks

Contractor shall prepare a monthly calendar of work tasks that stipulates the approximate period of time by when each of the items covered by the basic services shall be performed. A copy of the monthly calendar of work tasks shall be delivered to the Facilities Manager at least five days prior to the first of each month.

SECTION II

BASIC SERVICES

2.1 Spring Cleanup

The contractor will perform a general cleanup of all common areas commencing approximately March 1, 2000 to be completed no later than March 15, 2000 weather permitting.

Work shall include raking and removal of leaves, picking up fallen and broken tree and shrub branches, weeding of shrub beds, including perennial beds and traffic islands, and edging of all sidewalks and curbs. Contractor agrees to consult with Facilities Manager prior to weeding the perennial beds.

2.2 Mowing

Frequency - The entire common area lawn shall be mowed weekly on Thursday and/ or Friday to establish a neat lawn appearance for the weekend with the following exceptions:

- 1. Very heavy rain period**
- 2. Very dry period where lawn does not grow**

Height - Prior to mowing all lawn areas shall be thoroughly cleaned of all debris, such as trash, glass, metal, tree limbs, etc. Turf shall be maintained at a height of 2 ½ to 3 inches, and mowing shall be done during the growing season from April through October with a minimum of 27 cuttings. Mowing shall be uniform over the entire lawn area. There shall be no visible difference between the cutting height of one mower and the other.

Clippings - For all areas other than the pool, excess clippings shall be raked from the grass, when necessary. It is recommended that the contractor adopt a mowing

configuration which will be minimized, and the fine cut clippings can add nutrients to the turf. Inside and outside the pool area, the contractor shall ensure that no grass clippings are blown into the pool. ALL MOWING in this area will be bagged when cut.

Contractor will sweep, blow and otherwise clear sidewalks, curbs, gutters, and parking lots of grass clippings after mowing. These clippings shall be removed from these areas the day the lawns are mowed throughout the project. Contractor shall keep grass clippings out of mulch beds and tree mulch saucers. On a weekly basis, scattered miscanthus grass stalks will be raked and removed from property.

2.3 Edging Beds and Walks

Beds: All foundation shrub, annual, and perennial beds in Fairlington Arbor shall be edged with a spade to make even and provide a cleaner separation between lawn and mulch. This shall be done in early spring prior to mulching operations, and in the fall.

Walks: All walks shall be edged at least once every three (3) weeks during the term of this contract to maintain a neat attractive appearance. All curb lines and areas around storm inlets shall be edged a minimum of nine (9) times per year. All dirt and debris as a result of edging shall be removed the same day the task is performed. Weeds growing inside walks and between street curbs shall be eliminated by the contractor either by an approved chemical or mechanically at the same time the edging is performed.

2.4 Weeding

Shrub beds, perennials and annual beds shall be checked weekly and weeded as needed but no less than once each month during the growing season. (March through September). No chemical weed killers shall be used for any purpose on persistent weeds in shrub beds without permission of the Board of Directors of Fairlington Arbor or the Facilities Manager. Contractor shall notify the Facilities Manager of his recommendations during the growing season if he feels the need for such applications.

2.5 Trimming

Trim with weedeater only areas adjacent to buildings, walls, steps, lamp posts, and other fixed objects to be trimmed in conjunction with mowing. Chemicals will not be used for edging the village. Creepers and all other vines shall be prevented from growing on the buildings, fences and trees.

2.6 Pruning

The Miscanthus grasses along the swimming pool and other perennials require special attention with respect to pruning. In early fall the miscanthus grass adjacent to the pool shall be pruned down to 3 inches in height and cut one foot back from the sidewalk while leaving the remaining stalks uncut until the following spring. The remaining stalks should be supported by string or wire to prevent them from falling over onto the sidewalk.

In early spring the remaining stalks shall be cut down to 3" in height. Finally, in late summer as the grass stalks begin to fall over the sidewalk, a string or wire shall be used to tie the stalks.

The other perennials such as fountain grass, Japanese Iris, Black-eyed Susans, Sedum, Hypericum, Liriope, and Day Lilies shall be cut down to 2 inches above soil elevation in mid November. Annuals shall be removed from all foundation beds in mid November.

All suckering shoots which spring up from the base of trees shall be pruned off at least once a month to prevent the shoot from inhibiting crown growth.

It should be noted that Fairlington Arbor has a system of identifying shrub beds maintained by the individual homeowners. The units can be identified by red or blue reflectors present in the mulch beds. If there is any doubt as to the maintenance of any mulch bed, the contractor shall ask the Facilities Manager for clarification.

2.7 Mulching

Shrub beds: Apply a minimum of 2" to a maximum of 3" of fine cured shredded hardwood mulch in the spring. Spread mulch uniformly over the entire bed. Mulch all foundation plant beds as well as other shrub beds in Fairlington Arbor.

Remove sticks, large rocks, trash and other debris not conducive to good plant growth prior to mulching any bed. Finally, should some beds already contain 3" of mulch, the contractor shall remove excess mulch and edge the beds, turn the existing mulch and top dress with a thin layer of fresh mulch. Many mulch beds have bulbs planted, so special care is needed to avoid disturbing the new shoots in early spring. Units with red or blue reflectors shall receive bagged mulch to permit the homeowners to mulch their own beds.

Fall Mulching

Edge and mulch all foundation and shrub beds as well as tree saucers with 1" fresh mulch in late October.

Tree Beds: All new tree plantings and all trees under 6" in caliber should be mulched with at least 3" mulch. Trees shall have a well-formed saucer around the base of each tree that is maintained throughout this contract. Mulching of trees shall coincide with the mulching of the shrub beds in the spring and fall. Do not pile mulch high around the base of the trees.

Time: All tree and shrub beds shall be mulched by the first day of April.

2.8 Fertilization - Lawns

Type: Slow release containing 50% or more of nitrogen that is water insoluble (20% or more of total nitrogen derived from urea-Formaldehyde). Formula shall conform to applicable Federal laws. It shall analyze not less than 20% nitrogen, 10% phosphoric acid and 10% potash.

Rate: Apply 20-10-10 fertilizer at a rate of 15 lb.. per 1000 sq. ft. (3 to 4 lb.. nitrogen per 1000 sq. ft.).

Time of Application: Apply fertilizer between August 15 and October 1.

2.9 Lawn Herbicides

Type: Shall be of the pre-emergent type, such as 'Dacthal' or equal, and a post-emergent type such as 'Dacamine' or equal.

Application Time and Rate: Apply herbicides when weeds are young and growing vigorously, such as during warm (70 degrees), rainy periods in late spring. Apply at rate indicated on label instructions. Avoid areas which will be spot seeded and all perennial or annual beds.

Note: All use of herbicides, insecticides, and other chemicals will be in strict accordance with label instructions as well as Federal and State Ordinances. Precautions shall be taken to prevent damage to grass and shrubs.

The Facilities Manager will be notified seven days in advance of any chemical application, and the contents of the chemical being applied.

Care must be taken that there is no wind drift of any herbicides or insecticides. Containers must be labeled as to their content and shall be stored in safe locations away from children, and never left unattended.

2.10 Leaf Removal

Remove all leaves from the common areas especially at air conditioner units located between B-Unit fences, as well as all parking areas and all shrub beds. This shall be done around the middle of November, and again the middle of December. Leaves will be removed from property the same day. Miscanthus grass leaf litter shall be picked up on a weekly basis.

SECTION III

TERMS OF CONTRACT

3.1 Indemnity and Insurance

The contractor shall secure, and pay the premium for, and keep in force until the expiration of the contract and any other renewal thereof, adequate insurance as provided below. Such insurance must specifically include liability assume by the contractor under this contract.

Appropriate bodily injury insurance, with limits of not less than \$100,000 for each person and \$300,000 for each accident.

Workers compensation insurance as required by state and/or local jurisdictions.

Property damage liability insurance with a limit of not less than \$50,000 for each accident.

If automotive equipment is used in the operations, automobile bodily injury insurance with limits of not less than \$100,000 for each person and \$300,000 for each accident and property damage liability insurance, with limits of not less than \$100,000 for each accident with medical pay coverage of \$25,000 regardless of fault.

3.2 Certifications and Permits

Annual Certificate

A certificate of insurance for workers compensation and public liability together with a properly executed endorsement of cancellation notice shall be furnished.

The certificate shall be delivered to the Facilities Manager. The insurance companies providing the above coverage shall be satisfactory to the Fairlington Arbor Board of Directors.

All policies for liability protection, bodily injury or property damage shall include the Fairlington Arbor Condominium and C F M Management Services Inc., as an additional insured as respects operations under this contract.

Notice of any policy changes shall be furnished to the Facilities Manager.

The contractor agrees that Fairlington Arbor Condominium is exempt from any liability for damage, injury or death arising out of the work performance of the contractor or during such period that the contractor is present on the condominium property.

Other Certificates

The contractor shall secure and pay for all other necessary certificates such as state and local licenses, for equipment and materials, as well as chemical applications.

Permits

Contractor shall obtain all necessary permits for spraying as well as other maintenance procedures when needed.

3.3 Deductions

Whereas the contractor agrees that the Condominium may withhold any and all payment for damage or destruction, latent or otherwise, incurrent to condominium common property cause by poor performance or defective equipment or materials employed or utilized by the contractor, or for unsatisfactory performance under this contract; and whereas the contractor agrees that, in addition to the foregoing right of the condominium, the contractor upon the damage or destruction of Condominium property or for unsatisfactory performances as aforesaid, shall also be liable to the Condominium for actual damages, assessed by the Condominium for replacement or repair of property materials or services occasioned by said breach, and the contractor and the Condominium shall, in the event of disagreement on withholding of payments of the assessment of damages, each appoint one person and these shall select a third person and these three persons shall resolve the disagreement and resolution shall be binding by both parties.

3.4 Renewal of Contract

This contract may be renewed by mutual agreement between both parties upon satisfactory performance and completion of the contract.

Both Fairlington Arbor and the contractor must agree on the supervisor on-site, and if not acceptable to the Fairlington Arbor representatives this is grounds for termination of the contract.

Contractor will report to the Facilities Manager when on-site prior to beginning work. Failure to do so will be grounds for termination of the contract.

Contract will be approved only with the understanding that if Fairlington Arbor or its presentative is not satisfied with the work of the contractor, funds will be withheld until the work is satisfactory.

CALENDAR OF WORK

- Early March**
- Rake up leaves (Spring Cleanup).
 - Edge all sidewalks and curbs.
 - Weed perennial beds, annual beds, foundation beds and traffic islands.
 - Mulch all beds, including traffic islands and trees.
 - Cut remaining Miscanthus Grass down to 4".
- Mid April**
- Begin weekly mowing of lawn and weekly weeding of all beds.
- Late May**
- Remove dead shrubs and dead tree limbs.
- Early June**
- Remove all suckers on trees.
 - Begin applying herbicides to lawn areas.
- Summer**
- Continue weekly mowing and weeding.
 - Continue to prune sucker growth off all trees.
 - Continue to cleanup Miscanthus leaf litter.
- Late August**
- Continue weekly mowing and weeding.
- September**
- Fertilize lawns.
 -
 - Cut back Miscanthus along pool area one foot back from sidewalk and tie.
- October**
- Edge all beds and trees and spread 1" fresh mulch.
- Mid November**
- Remove leaves from all common areas (1st).
 - Cut all perennials down to 2" above soil elevation.
 - Remove annuals from all foundation beds.
- Mid December**
- Remove leaves from all common areas (2nd).

INTERPRETATION

The Laws of the Commonwealth of Virginia shall govern the interpretation and all matters relating to this contract.

My signature below indicates that I have read, understand and agree to the terms stated in these specifications.

Authorized Signature for Landscaping Company

Date

Authorized Signature for Fairlington Arbor Condominium

Date