

June 21, 2017 DRAFT

**TURF AND LANDSCAPE MAINTENANCE CONTRACT
CAPE COD TRAINING CENTER**

This Turf and Landscape Maintenance Agreement (this "Agreement") is made this ____ day of _____, ____, by and between Total Athletics of Cape Cod, Inc., of 129 Airport Road, Hyannis, Massachusetts 02601 (hereafter, the "Owner") and _____ of _____ (hereafter the "Landscape").

WHEREAS, on _____, the Cape Cod Commission (the "Commission") issued its decision, _____, (hereafter the "Decision") approving the Owner's application to construct an approximately 91,885 square foot, 2 story athletic training center and an approximately 180 foot by 330 foot outdoor turf field (the "Turf Field"), together with associated parking, landscaping and other site improvements (hereafter, the "Project");

WHEREAS, Conditions _____ and _____ of the Decision require that the Owner submit to the Commission a turf and landscape maintenance contract for three (3) growing seasons for the new landscaping proposed in connection with the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Landscape agree as follows relative to the new landscaping associated with the Project:

General Requirements

1. Landscape will supervise the installation of the plant materials shown on the approved landscape plans for the Project and will perform such plant maintenance as described herein. The approved landscape plans (hereafter, collectively, the "Plan") are entitled _____, dated _____, copies of which are attached as Exhibit A hereto.
2. The requirements set forth herein are in addition to the requirements and details noted on the Plan.
3. The maintenance obligations of this Agreement shall take effect as of the time that the plantings, as shown on the Plan, are installed. Landscape shall maintain the specified plantings as shown on the Plan for three (3) full growing seasons (a growing season is defined as March through October).
4. The obligations and terms set forth in this Agreement shall terminate on October 31st of the third full growing season as defined in Paragraph 2 above.
5. During the term of this Agreement, any new plantings, as shown on the Plan, which die or show significant die back shall be replaced, and if any substitute plantings are different

from those shown on the Plan, verbal approval of any such substitute plantings by the Cape Cod Commission staff shall be required.

6. In the event that the Landscaper fails to perform the services described herein to the Owner's satisfaction, the Owner may, by 30 days written notice to Landscaper at the address above, cancel and terminate this Agreement. If the Owner terminates this Agreement prior to expiration of three full growing seasons, the Owner shall hire a similarly qualified landscape maintenance contractor to complete the term of this Agreement.
7. This Agreement does not control or apply to the maintenance of the Turf Field, which has separate maintenance specifications.

Maintenance Specifications

1. **Integrated Pest Management.** Landscaper shall implement an integrated pest management ("IPM") system that emphasizes regular monitoring to determine if and when treatments are needed, and employs physical, mechanical, cultural and biological tactics to keep pest numbers low enough to prevent intolerable damage or annoyance. Least-toxic chemical controls are used as a last option. IPM steps include: (a.) prevention first (plan cultural practices to minimize pests – e.g., watering, mulching, pruning); (b.) identify/know the pest life cycle; (c.) set action thresholds-tolerate some damage; (d.) monitor regularly; (e.) when pests exceed thresholds, use control method with least non-target impact (as a last resort, use spot applications of least toxic chemicals), and only treat when the pest is most vulnerable; (f.) keep records of control methods; and (f.) replace problem plants/designs with more resistant varieties. During the term of this Agreement, new grasses and plantings, as shown on the Plan, shall be monitored at weekly intervals during the spring for soil moisture conditions, pest infestation and symptoms of stress as follows:
 - a. **Plant Watering Specifications for the Project**
 - i. For the new plantings served by an irrigation system, the automated irrigation system shall be calibrated based on soil moisture content and adjusted as necessary during the growing season.
 - ii. The automated irrigation system shall operate only in the morning or evening hours.
 - iii. Automated systems shall not over-spray onto surrounding pavement.
 - iv. The irrigation system shall be maintained to ensure that all areas receive sufficient water to encourage rapid, healthy establishment and strong growth.
 - v. The maintenance program for the irrigation system shall include routinely inspecting all water lines, valves and pumps for leaks.

- vi. For any of the new plantings shown on the Plan which are not served by an automated irrigation system, these plantings shall be hand-watered. Specifically, the root balls of shrubs and trees shall be deeply irrigated every 5 to 7 days when rainfall does not provide 1 inch of water per week.
 - vii. All new plantings shown on the Plan, whether served by an irrigation system or not, shall be monitored and, if showing signs of stress related to under-watering, they shall be deeply hand watered as needed.
- b. Pesticide Requirements
- i. Pests shall be managed in accordance with IPM practices that emphasize the use of bio-rational (non toxic) pesticides when necessary to prevent damage to plantings.
 - ii. Pesticides shall not be applied within wellhead protection areas. The portions of the Project site which are within wellhead protection areas are delineated on the Plan.
- c. Fertilization Requirements
- i. Only organic fertilizers shall be applied.
 - ii. Soil and plant tissue shall be tested and slow-release fertilizer shall be applied as needed to maintain healthy growing conditions for shrubs, trees and grasses.
 - iii. Fertilizer shall not be used in bio-retention areas unless it is worked into the soil under the mulch.
 - iv. Fertilizer shall not be applied within wellhead protection areas. The portions of the Project site which are within wellhead protection areas are delineated on the Plan.
- d. Mulching Requirements
- i. By April 15th, weather permitting, all old mulch shall be removed from the base of shrubs and the root flare of all trees, and fresh mulch shall be applied. The depth of mulching shall be 3-4 inches, but shall not exceed 4 inches total.
 - ii. In bio-retention areas, only composted, shredded hardwood bark mulch shall be used and shall be applied no deeper than 2-3 inches.
 - iii. Mulch shall be monitored and adjusted as necessary to ensure that it does not collect against the root collars of trees.
- e. Pruning Requirements

- i. Trees and shrubs shall be monitored and pruned as needed to remove weak, diseased or damaged limbs/branches in order to avoid the need for pesticide applications and to maintain proper form.

2. Staking Requirements.

- a. All new trees shown on the Plan shall be staked and guyed for the first growing season.
- b. Guys shall be inspected and adjusted periodically through the first year to ensure that they do not girdle or otherwise injure the trees.
- c. Stakes and guys shall be removed after one year unless otherwise indicated.

3. Tree Wrap Requirements.

- a. Any tree wraps not removed at the time of planting shall be removed when this contract takes effect.

4. Seeding Requirements.

- a. Eroded or damaged lawn, naturalized areas and storm-water bio-infiltration areas shall be repaired as appropriate. Such areas shall be over-seeded or re-planted, as necessary, using draught resistant or wet-tolerant erosion control/restoration seed, as appropriate for the location and function.

5. Bio-retention Areas.

- a. Swales and rain gardens will not maintain optimal drainage rates if soils become compacted. Minimize foot travel in this area, although occasional walking for maintenance is acceptable.
- b. In addition to preventing weeds, regular application of mulch, subject to the provisions herein above, will maximize the swale's ability to capture and break down contaminants.
- c. Rain garden plantings should not be fertilized unless it is organic and worked into the soil under the mulch. With appropriate plant selection, a rich soil mix at the time of installation, and regular mulching should provide sufficient nutrients to plantings in this area.
- d. Mulch mow all bio-swale areas on an as-needed basis to maintain proper grass heights. Use a mulching mower that chops clippings finely and blows mulch down into turf to decompose and feed soil. Set mower blades no lower than 3 to 4 inches above the ground. Do not mow beneath the depth of the design flow during the storm associated with the water quality event. Remove accumulated trash and debris prior to mowing. Mow as needed during active growth periods (April-October). Keep mower blades sharp.

WITNESS the execution hereof under seal as of the date first above written.

OWNER

LANDSCAPER

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A: LANDSCAPE PLAN