



THE PROFESSIONAL LANDSCAPE MANAGEMENT PEOPLE

RIVER OAKS HOMEOWNERS ASSOCIATION

Landscape Management Contract

Submitted to:

**River Oaks Homeowners Association
C/o: Mr. Kevin Bruch
PO Box 40956
Charleston, SC 29423**

**Date: January 14, 2016
Job Site: River Oaks Homeowners Assoc.**

Lawn-O-Green, Inc. proposes the following services for River Oaks Homeowners Association, hereafter referred to as "Association" and Lawn-O-Green, hereafter referred to as "Contractor."

Services and materials shall include the following, and are summarized on the enclosed "Services Schedule."

Service Schedule:

- (1) The property shall be serviced during forty [40] annual visits: "weekly" April - October; and "bi-weekly" November - March.

If inclement weather requires cancellation of the scheduled service it will be re-scheduled the same week.

Contractor Performance:

- (2) Contractor shall perform all work required to meet requirements of stated specifications. Work shall be performed in a courteous, diligent, and professional manner. Work shall be staged from locations which do not interfere with residents.

Employees shall wear Company uniforms and maintain a neat, professional appearance.

Equipment/Workforce:

- (3) Contractor agrees to furnish all equipment, maintained in good repair, necessary to accomplish specifications included herein.

A competent, qualified and experienced crew shall comprise the workforce. Contractor agrees to furnish necessary safety equipment, and accept responsibility for posting appropriate traffic warning and control signage.

Mowing:

- (4) Mowing shall be performed in accordance with recommended standards for the existing turf variety. Turf shall be mowed **"weekly"** April through October, and **"as needed"** November through March.

Grass shall be maintained at a height of 2-2 1/2 inches. No more than 1/3 of grass blade shall be removed per cut. Grass shall be mowed in a pattern to prevent scalping or accumulation of clippings. Areas not suitable for 60" cut mowers shall be mowed with push and walk-behind mowers.

Caution shall be exercised to insure mowing equipment does not damage immovable objects.

Edging / String-Trimming:

- (5) Mechanical edging shall be performed around concrete curbs, walkways, drives, and plant beds **"weekly"** April - October, and **"as needed"** November - March.

String-trimmers shall be used to trim around immovable objects **"weekly"** April - October, and **"as needed"** November - March. Caution shall be exercised to insure string-trimmers do not damage immovable objects.

Weed Control:

- (6) Weeds and other foreign growth shall be removed from shrub and ornamental tree beds, annual beds, and ground cover beds chemically and manually **"as needed."** Weeds shall be hand pulled in areas where chemicals are hazardous to ground cover

Herbicides shall be applied **"as necessary"** to control weeds and other foreign growth in pavement, driveways, walkways, curbs, or other areas where vegetation is undesirable.

Contractor shall comply with OSHA requirements, and all Federal, State and Municipal guidelines. Materials Safety Data Sheets for all chemicals to be used shall be furnished to the HOA, upon request.

Shrubs/Ornamental Trees/Ground Covers/ Tree Pruning:

- (7) Shrubs, ornamental trees and ground cover plants shall be trimmed and shaped to enhance the plant in accordance with recognized horticultural standards and practices.

Shrubs, ornamentals, and ground cover shall be trimmed appropriate for the species according to recognized horticultural standard unless otherwise directed by Management. Shrubs, ornamental trees and ground cover plants shall be neatly pruned to preserve the natural character and beauty of the species.

Trimming and shaping shall be performed “**monthly**” during peak growing season, and Pruned according to accepted horticultural standards and practices at intervals identified on the enclosed “**Services Schedule.**” Trimming and pruning shall be performed by trained and experienced technicians.

Plant growth shall be kept clear of streets, walkways, buildings, curbs and signage to protect pedestrians and maintain unimpeded roadways. Dead, injured, or diseased branches, and sucker growth shall be removed “**as necessary.**”

Contractor shall make schedule inspections and notify Association in a timely manner of any plant deterioration or other unusual occurrences.

Site Clean Up:

- (8) A clean, trash free appearance shall be maintained at all times during Contractor’s work. Paper, trash, litter, grass clippings, branches and other debris shall be removed from landscaped and hardscape areas during each service visit.

Hardscape areas will be mechanically blown to remove sand and grass clippings.

Leaves and pine straw shall be raked, bagged and removed from the property “**as necessary**” during peak growing season. Leaves and pine straw shall be raked, bagged and removed from the property after falling in fall and winter.

Turf Fertilization, Broadleaf Weed Control, Insect Control & Core Aeration:

- (9) A pre-emergent for broadleaf weed control, if applicable, is **recommended** for application in early March.

Sodded areas are **recommended** for core aeration in mid March. The aerator core will extend to a depth of 4 inches to reduce soil compaction.

Slow-release granular fertilizer, broadleaf weed control, and surface and sub-surface insect control applications are **recommended** for mid April, or after grass exits dormancy and mid-June.

“Top Choice” treatment for fire ant control at the entrance areas, including islands, is **recommended** for early spring. This treatment is guaranteed by the manufacturer to control fire ants for twelve [12] months. This application shall be **independent** of the basic monthly fee for an **annual** application charge of **\$500.00**.

Federal, State, and Municipal guidelines shall be followed. All chemicals applications shall occur under the supervision of a licensed pesticide applicator. Materials Safety Data Sheets for all products used shall be furnished to Management upon request.

Shrub/Ornamental Trees/Ground Cover Plants Fertilization & Insect Control:

- (10) Pre-emergent broadleaf weed control treatments are **recommended** for application to shrub, ornamental trees, and ground cover beds in February and September.

A slow-release fertilization and insecticide treatments is **recommended** for shrubs, ornamental trees and ground cover beds in March.

Post-emergent herbicides for broadleaf weed control will be applied “as necessary.”

Pine Straw Mulch:

- (11) Long-needle pine straw mulch is **recommended** for installation in areas currently strawed to a minimum depth of 4 inches, or to a depth insuring adequate coverage in spring and fall.

Pine straw beds shall be edged weekly to present a neat, manicured, and appealing appearance.

Pine straw installations shall be included within the basic contract, but invoiced **independent** of the monthly contracted fee. Association shall determine number of bales to be installed, and the frequency of installations, prior to any work being performed.

The price per installed bale of long-needle pine straw shall be **\$7.00**.

Seasonal Flowers:

- (12) Annuals are **recommended** for installation in existing planting beds in spring and fall.

Prior to installation of annual beds shall be tilled and re-nourished with compost. Flowers shall be installed at 6-inch intervals to promote a bouquet effect. A high-nitrogen granular fertilizer shall be applied 4 – 6 weeks after installation to promote growth and enhance color.

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed on a scheduled basis to encourage consistent and vibrant blooming.

Association shall determine species and colors prior to any work being performed. The cost per installed flat shall be **\$27.50**.

Irrigation:

- (13) If applicable, Contractor shall monitor existing irrigation system, including heads valves, timers, nozzles, and controls to insure optimal operation. A report shall be furnished monthly summarizing the system's performance, and include recommendations for correcting deficiencies.

Monitoring the system, setting timers, repairing damage to systems resulting from Contractor equipment or personnel, and monthly "condition" reports shall be **included** within the monthly fee.

Contractor shall respond to service requests in a timely manner, and perform a "systems inspection." Upon Association authorization, Contractor shall make necessary repairs. The cost of repairs, not included within the preceding paragraph, shall be **\$50.00 per man-hour, plus materials**.

Backflow installation code and testing services are available by licensed technicians. These services are **independent** of the basic monthly fee at a **negotiated fee**, and shall require advance authorization from Management prior to any work being performed.

Additional Services:

- (16) Services and materials not specifically stated within this proposal shall be considered "extras" and be invoiced at **\$40.00 per man-hour, plus materials**. Contractor shall furnish Association with a detailed estimate for requested work. Upon authorization and successful completion of work, an invoice shall be submitted by Contractor for payment.

Licenses and Permits:

- (17) Contractor shall maintain and comply with all City, State, and Federal government regulations, in addition to requirements of other applicable laws.

A copy of our commercial pesticide applicator's license is enclosed.

Communication:

- (18) Regular and constructive communication shall be maintained between Contractor and Association's designee.

A Lawn-O-Green owner shall assume Contract management responsibilities. The landscape maintenance crew will be led by a supervisor who shall maintain a detailed log of services performed. Contractor shall submit a monthly report of services performed to Association, if requested.

Liability:

- (19) Any damage to personal or River Oaks Homeowners Association property from the improper use of chemicals, machinery or tools shall be the responsibility of the Contractor to remedy or repair.

Contractor will accept responsibility for damage to real or personal property which is witnessed, or physical evidence exists, to support liability during performance of duties. The crew supervisor should immediately report any "known damage" of personal or real property to Association's designee. The designee should report any claim to the assigned Lawn-O-Green administrator. After verification, immediate action will be initiated to correct the problem.

A certificate of insurance, naming River Oaks Homeowners Association as "certificate holder," which meets Association requirements, is on file.

Contractor limits responsibility to workmanship and materials specifically **stated** or **implied** within the basic contract. Additional work or materials shall be considered **independent**.

Cancellation:

- (20) The contract may be cancelled by neither party for breach of specifications stated herein, and approved via signatures of the **Contractor and Association**. The cancellation becomes official after the aggrieved party issues specific grievances, in writing, and allows a reasonable time frame for satisfactory correction. If satisfactory resolution is not attained within the negotiated period the cancellation becomes effective by issuing a thirty [30] day written notice, delivered by certified mail.

Contract Inception / Renewal:

- (21) The contracted period shall commence **January 1, 2016**.

The contract shall renew on the anniversary date, for a negotiated monthly fee, unless a sixty [60] day notice of **non-renewal** is received via certified mail.

Invoicing:

(22) Commercial accounts are invoiced on the 20th day of the month prior to work being performed. Payment should be received not later than the 10th day of the month after services are rendered.

Fees:

(23) Lawn-O-Green, Inc. agrees to perform the landscape services specified here in during forty [40] annual visits for a monthly fee of **\$2,500.00 [Two Thousand Five Hundred Dollars]**.

Authorization:

(24) Terms, conditions, and pricing are valid for **sixty [60] days** from the date of receipt of this proposal.

Authorized Signature: _____

Lawn-O-Green, Inc.

Date: 01/14/16

Acceptance:

(25) Specifications, conditions, and terms contained within this proposal are acceptable. The authorized signature below hereby approves this proposal as a legal and binding document, subject to all applicable Laws of the State of South Carolina.

Authorized Signature: _____

River Oaks Homeowners Association

Date: _____

SERVICES SCHEDULE

Property: **River Oaks HOA** Visits: **40** Contract Anniversary: **January 1, 2016**

W=Weekly BW=Bi-Weekly M=Monthly AN=As Needed S=Seasonal A=Annual Ind.=Independent Rec.=Recommended

SERVICES	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Lawn Services:												
-Mowing	AN	AN	AN	W	W	W	W	W	W	W	AN	AN
-Edging	AN	AN	AN	W	W	W	W	W	W	W	AN	AN
-String Trimming	AN	AN	AN	W	W	W	W	W	W	W	AN	AN
-Mow Retention Pond Levies	M	M	M	M	M	M	M	M	M	M	M	M
-Trim Retention Pond Inclines	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN
-Rake Leaves Straw	S	S	S	AN	AN	AN	AN	AN	AN	AN	S	S
Retention Ponds:												
-Algae Treatment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Site Clean Up:												
-Dog Station Bags	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
-Mechanically Blow	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
-Remove Trash	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Soil Testing:	NA											
Irrigation Services:												
-Diagnostic Tests	NA											
-Monitor System	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
-Set Timers	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN
-Repairs Systems	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN
-Submit Reports	M	M	M	M	M	M	M	M	M	M	M	M
Turf Services:												
-Pre-Emergent		R										
-Aeration / De-thatching					R							
-Gran. Fert./Pre-Em				R		R						
-Broadleaf Weed & Insect Control				R		R						
-Top Choice Fire Ant Control		R										
Shrub/Ornamentals/Ground Cover/Tree Services:												
-Pre-Emergent			R							R		
-Trimming	AN	AN	AN	M	M	M	M	M	M	M	M	M
-Apply Herbicides	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN
-Hand Pull Weeds	AN	AN	AN	BW	BW	BW	BW	BW	BW	BW	AN	AN
-Fertilization/Insect Control			R							R		
-Pruning*	S	S	AN	AN	AN	AN	AN	AN	AN	AN	S	S
Mulch:												
-Install Pine Straw			R							R		
-Tuck Pine Straw	M	M	BW	W	W	W	W	W	W	W	BW	M
Planting Beds:												
-Cultivate				R						R		
-Install Annuals				R						R		
Submit Services Report:	M	M	M	M	M	M	M	M	M	M	M	M

*Pruning Schedule: Ornamental trees, shrubs and ground covers which bloom before June, pruned immediately after flowering. Ornamental trees, shrubs and ground covers which bloom after June, pruned in winter or early spring. Fruit bearing ornamental trees or shrubs, pruned after fruit drops. Evergreen shrubs pruned in late winter or early spring. Palm fronds and flower stalks pruned in mid-summer. Berry producing plants shall have 1/3 of old growth removed after the first fruit drops. Crape Myrtles shall 10"-12" inches of new growth removed in late winter or early spring. . Ground cover

Invoicing:

(22) Commercial accounts are invoiced on the 20th day of the month prior to work being performed. Payment should be received not later than the 10th day of the month after services are rendered.

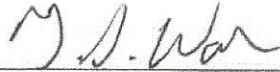
Fees:

(23) Lawn-O-Green, Inc. agrees to perform the landscape services specified here in during forty [40] annual visits for a monthly fee of **\$2,500.00 [Two Thousand Five Hundred Dollars]**.

Authorization:

(24) Terms, conditions, and pricing are valid for sixty [60] days from the date of receipt of this proposal.

Authorized Signature:



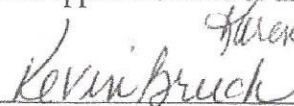

Lawn-O-Green, Inc.

Date: 01/14/16

Acceptance:

(25) Specifications, conditions, and terms contained within this proposal are acceptable. The authorized signature below hereby approves this proposal as a legal and binding document, subject to all applicable Laws of the State of South Carolina.

Authorized Signature:





River Oaks Homeowners Association

Date:

2/9/16
2/9/16

trimmed back after first frost. Pampas grass pruned in late fall or early winter. Tree pruning shall conform to the National Arborists Association.

<small>Department of Pesticide Regulation 515 Westchase Blvd., Charleston, SC 29425 Phone: 854-548-2139</small>	SOUTH CAROLINA COMMERCIAL	CERTIFIED PESTICIDE	APPLICATOR LICENSE	C0009225
2016 CERTIFIED IN CATEGORIES:				
03 THIS CERTIFIES THAT				THIS CERTIFICATE EXPIRES DECEMBER 31, 2016
TERRY S WALKER PO BOX 40248 CHARLESTON, SC 29423			<i>Steph S. Stone</i> DIRECTOR, REGULATORY AND PUBLIC SERVICE PROGRAMS	<i>Wj</i> DEPUTY DIRECTOR, REGULATORY AND PUBLIC SERVICE PROGRAMS
<small>IS QUALIFIED AS A CERTIFIED PESTICIDE APPLICATOR UNDER THE SOUTH CAROLINA PESTICIDE CONTROL ACT</small>				

P.O. Box 40248 • Charleston, SC 29423-0248
(843) 552-6610 • (843) 552-3682
www.lawnogreen.com
Email: lawngren@bellsouth.net